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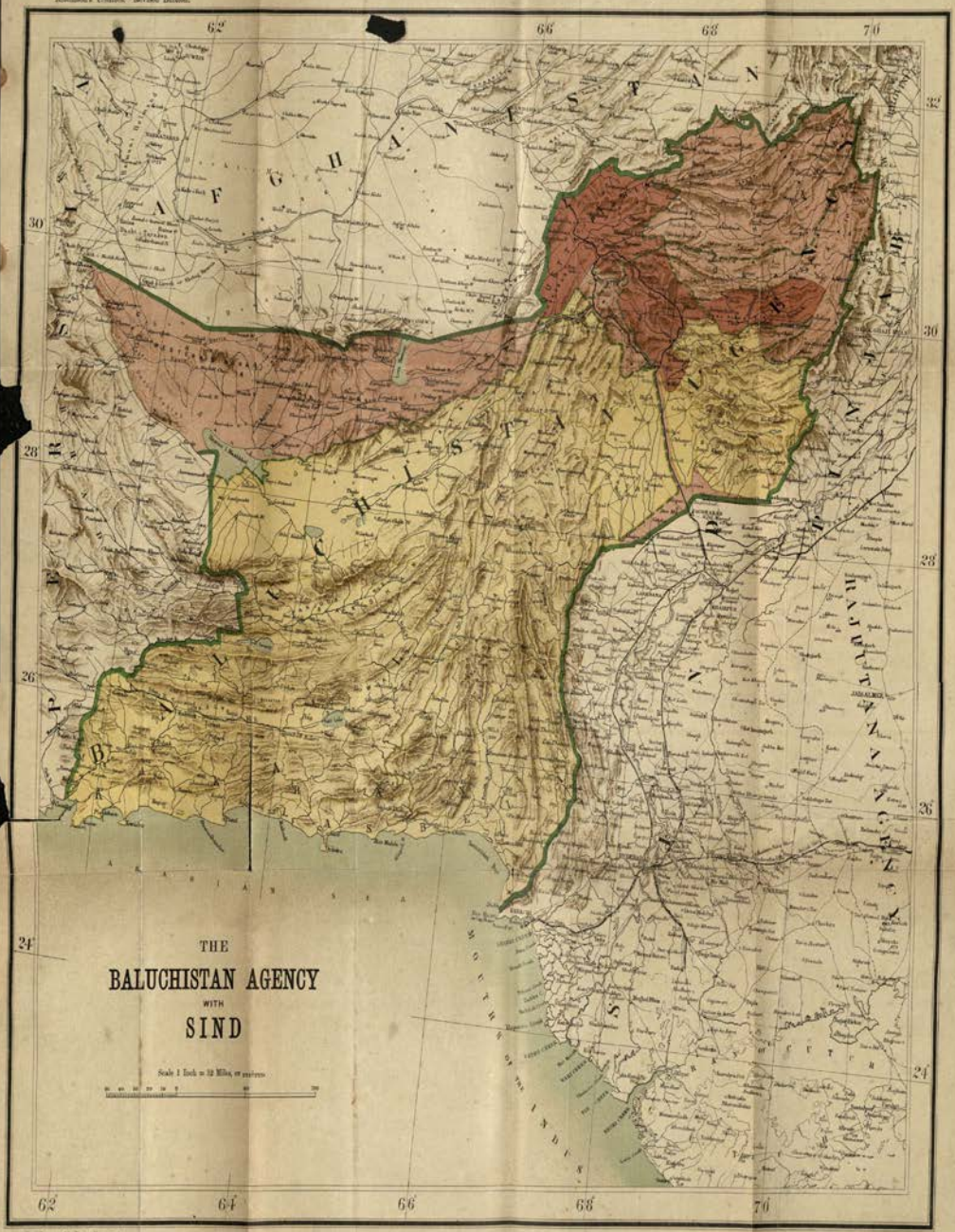

Specially prepared for Foreign Department.

A COLLECTION OF

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

45663

COMPILED BY

C. U. AITCHISON, B.C.S.

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE FOREIGN DEPARTMENT

VOL. VII

CONTAINING

THE TREATIES, &c., RELATING TO THE BOMBAY PRESIDENCY. PART II—KUTCH AGENCY, CAMBAY, SURAT AGENCY, JAUHAR, JANJIRA, SATARA JAGIRDARS, KOLHAPUR AND SOUTHERN MARATHA COUNTRY AGENCY, SAWANTWARI SAVANUR NASIK AGENCY, SIND AND LAPSED STATES

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PART II.

TREATIES, ENGAGEMENTS, AND SANADS

relating to the

STATES WITHIN THE BOMBAY PRESIDENCY.

I.—KUTCH.

THE Jarejas of Kutch are said to be a branch of the Samma tribe, and to have emigrated from Sind about the fifteenth century under the leadership of Jam Lakha, son of Jara, from whom the tribe derive their name. The possessions which the family acquired in Kutch were divided by Lakha's three grandsons. About the year 1540, the three branches of the family were represented by Jam Dadar, Jam Hamir, and Jam Rawal. Dadar ruled over Wagar, or the eastern district of the province; and Rawal, after murdering his kinsman Hamir, usurped his possessions and united the western districts, or Kutch proper, under his own government. But Khengar, the son of the murdered Hamir, with the help of the king of Ahmadabad, from whom he received the district of Morvi and the title of Rao,—a title held by the rulers of Kutch ever since,—succeeded not only in recovering his father's possessions, but in expelling Jam Rawal from Kutch and reducing Dadar to subjection. The former fled to Kathiawar, and there founded the State of Nawanagar, the rulers of which are still called Jams. Six generations later, Pragmalji, third son of Rayadhanji, after his father's death, murdered his elder brothers and himself ascended the gadi of Kutch; he, however, thought it politic to conciliate his nephew Kayanji by establishing him in the independent principality of Morvi, which is still in the possession of his descendants. The Chiefs of Nawanagar and Morvi, though united to the Rao of Kutch by the bonds of kindred, were unhappily divided from him by many and acrimonious disputes. Those with Morvi, however, regarding the rights and interests of the two States in the Kutch peninsula and in Kathiawar and in the creek and lands intervening between either shore, were disposed of by the orders of Government in 1900, and a Sanad

(No. I), dated the 7th September 1904, was given to the Chiefs by which the Kutch interests are restricted on the north side of the Ran of Kutch, Morvi retaining only the Adhoi Mahal on that side. The disputes with Nawanagar are still (1906) under consideration.

The first Chief of Kutch with whom the British Government formed treaty relations was Rao Rayadhan, who commenced to rule in 1778, and died in 1813. Between Khengar and Rao Rayadhan, there were eleven successions. The cruelty and tyranny of Rao Rayadhan, who was insane, alienated the Chiefs of the country, and in 1786 they seized his person and placed him in confinement. The administration was thereafter conducted by an energetic soldier, named Jamadar Fateh Muhammad. He was, however, looked upon with jealousy by the Chiefs, many of whom refused him obedience. Thus in 1809,* when the first treaty with Kutch was

* In 1802, when Captain Seton was deputed to Kutch, the Diwan offered to conclude the following treaty, but owing to the distracted state of the country it was deemed inexpedient to contract any close alliance with Kutch:—

AGREEMENT between the HONOURABLE COMPANY and MAHA RAO RAYADHAN, RAJA of KUTCH, by CAPTAIN DAVID SETON, for the HONOURABLE COMPANY, and HANSRAJ SETH, DIWAN, on the part of the RAJA.

ARTICLE 1.

There shall be an alliance, offensive and defensive, between the two States.

ARTICLE 2.

When the Raja requires the assistance of the Honourable Company's troops against his enemies, foreign or domestic, it shall be granted.

ARTICLE 3.

When the Raja requires the assistance of the Honourable Company's troops, he shall defray the expense of them agreeable to the estimate.

ARTICLE 4.

Whilst the English troops are in the Raja's country, he shall give them full possession and sovereignty of the place where they are encamped.

ARTICLE 5.

The Raja's government shall place no Thanas or Chaukis at the place granted to the Honourable Company.

ARTICLE 6.

No duties shall be taken on provisions coming to the English camp by land or water.

ARTICLE 7.

The Raja or his Diwan shall not interfere in the purchases of provisions for the English camp.

ARTICLE 8.

The English shall not kill the following animals sacred by the Raja's religion:—the cow, bull calf, buffalo, parrot, or pigeon.

concluded, Hansraj, a rival of Fateh Muhammad, ruled independently in Mandvi in the south-western portion of the province, and the other Chiefs, with the exception of some of the Jareja Chiefs, who took no part in the quarrel, were divided in their allegiance ; some acknowledging the supremacy of Fateh Muhammad, and others that of Hansraj. Inroads made by Fateh Muhammad into Gujarat and Kathiawar, and the piracies committed by the people of Kutch, provoked the interference of the British Government. In October 1809, Treaties (No. II) were concluded with Fateh Muhammad on behalf of the Rao, and with Hansraj, by which they renounced all claim to interfere in the countries to the east of the Gulf of

ARTICLE 9.

That the English shall respect the places of worship in the Raja's country.

ARTICLE 10.

No European nation shall have permission to have a factory without the consent of the Honourable Company's government.

ARTICLE 11.

The Raja grants to the Honourable Company leave to have a factory in Kutch.

ARTICLE 12.

Mandvi being a sacred place, and those that live in it abstaining from animal food, the servants of the factory cannot dwell within the town ; but Company's ware-houses and offices may be there, and the servants live where they may please to build without the wall, and keep 40 musqueteers for the protection of their godowns.

ARTICLE 13.

The staples of the Honourable Company imported shall pay a duty of 5 per cent. on the amount sales, and then export the same, agreeably to the following list of articles :—

Imports.—Broad cloth of every kind, copper, tin, lead, iron, steel.

Exports.—Piece-goods, cotton, horses.

ARTICLE 14.

Sundarji shall be the medium between the two governments and broker to the factory

ARTICLE 15.

If the Honourable Company wish to attack the Okha pirates, the Raja will assist and land their troops at Kachchi Garh.

ARTICLE 16.

The troops of the two governments shall take Beyt, Dwarka, and every place in Okha where pirates are, and after taking them, the collection of the revenues shall remain with Hansraj and Sundarji, one-fourth to the Raja, and three-fourths to the Honourable Company. Beyt and Dwarka being sacred places shall be garrisoned by the Kutch troops, and the management of the government left to Hansraj and Sundarji. The troops of both governments shall be at their respective expense.

ARTICLE 17.

If a factory shall be granted the Raja at Bombay, his staples shall also be at half the duties paid by other merchants, as the Honourable Company at Kutch.

Kutch and the Ran, and engaged to suppress piracy and to exclude Europeans and Americans from their possessions. Hansraj was also guaranteed in the separate possession of Mandvi till such time as the Rao should assume the government.

Notwithstanding repeated remonstrances, these engagements were not kept; piracies were not suppressed. Retaliation was more than once threatened, and in 1813 a British officer was deputed to insist on immediate compliance with the demands of the British Government. During the negotiations Fateh Muhammad died, on the 5th October 1813. Rao Rayadhan survived him only a month. On his death the succession was disputed between Man Singh or Bharmal, his illegitimate son, and Ladhubha, the legitimate son of his brother. The former was supported by Husain Mian and Ibrahim Mian, the sons of Fateh Muhammad, and with their assistance succeeded in overcoming his cousin. The rule of this Chief, who was afflicted with the same malady as his father, presented a succession of the most atrocious cruelties and aggressions on the territories of his neighbours. No restraint was put on the lawless inhabitants of Wagar, who made constant inroads into Gujarat and Kathiawar, and after repeated remonstrances on the part of the British Government, it became necessary to move a force into Kutch. On the 14th January 1816, a Treaty (No. III) was concluded, by which the Rao agreed to pay indemnity for the losses caused by the inroads from Wagar; to suppress piracy; to exclude Europeans and Americans and Arab mercenaries from Kutch; and to give no shelter to outlaws; and the British Government engaged, in consideration of the cession of Anjar and other villages, and the payment of two lakhs of Koris* annually, to reduce the Rao's subjects to his authority and to reform the Wagar district. Within a month after the conclusion of this treaty, the whole of Kutch was reduced to the Rao's authority. As the country had been greatly impoverished by twenty years of turmoil and misrule, the British Government, by a supplementary Treaty (No. IV) voluntarily remitted the whole of the military expenses the State had incurred, and the annual sum which the Rao had engaged to pay.

Not long after order had thus been restored, the Rao returned to his evil courses. He murdered his cousin, Ladhubha; deprived many Chiefs of their estates; increased his troops; and showed such manifest hostility to the British Government, that the provisions of the treaty of 1816 were suspended. The interference of the British Government was again earnestly

* The amount in sterling money, at 60 Koris (silver coin current in Kutch) to the pound, is £5 277-10-11.—*Bombay Gazetteer, Vol. V, p. 158.*

invited by the principal Jareja Chiefs. A force was therefore moved against the Rao in 1819; he was deposed, and his son, Desal, was placed in power, under a regency consisting of some of the Jareja Chiefs, aided by the British Resident; and a new Treaty (No. V) was signed on the 13th October 1819. This treaty, besides renewing the provisions of former engagements, guaranteed the integrity of Kutch from foreign or domestic enemies; secured the location of a British force in Kutch, to be paid for by that State; excluded the civil and criminal jurisdiction of the British Government from Kutch; prohibited the Rao from political correspondence with, and aggression on, other States; provided for the suppression of infanticide; and guaranteed the estates of the Bhayad and other Rajput Chiefs on condition of their engaging to abstain from that crime. In 1828 the 20th Article of the treaty, which provided that all supplies for the use of the British troops in Kutch should pass through the Rao's territory free of transit duty, was abrogated in consequence of the abuses to which it gave rise.

One of the first acts of the regency was to restore certain Wagar Chiefs to their estates in 1819 on their engaging (No. VI) to preserve the peace.

In 1822 the district of Anjar was restored to Kutch by Treaty (No. VII) in consideration of an annual payment of Sicca Rupees 88,000. The only payment which had hitherto been required from the State of Kutch was a contribution of two lakhs of Sicca Rupees (Company's Rupees 1,86,969) towards the expense of the British subsidiary force. This, however, was not paid with regularity, and a large debt was allowed to accumulate. In 1832, therefore, a new Treaty (No. VIII) was executed, remitting to Kutch all arrears, and limiting the demand to two lakhs of Sicca Rupees, to be reduced in proportion to reductions made in the subsidiary force, provided that the sum to be paid should never be less than Sicca Rupees 88,000.

In 1833 Rao Desal was allowed to take part in the transaction of public business. The progress he made was so great that it was resolved to make over to him the entire administration a year sooner than had been originally intended. Accordingly, in 1834, the Rao was by Treaty (No. IX) placed in power. He was always conspicuous in his attachment to the British Government. In 1840 he exempted from duty vessels forced into Mandvi by stress of weather. The rules then framed were superseded by other Rules (No. X) in 1851, and in 1873 the States of Junagarh, Bhaunagar, Nawanagar, and Porbandar agreed (No. XI) to allow to Kutch vessels driven into their ports by stress of weather the same exemption from customs as is granted to their vessels under these rules by the Rao of Kutch. In 1884 an Agreement (No. XII), supplementary to that of 1851,

was accepted by the Kutch Darbar, exempting from export duties all goods washed ashore within Kutch territory, being portion of cargo jettisoned by vessels hailing from, or belonging to, ports of Nawanagar in Kathiawar.

Vigorous measures were taken for the suppression of infanticide in Kutch, where the crime was very prevalent. Special provision was made for its suppression in the treaty of 1819, and in March 1840 the engagement was renewed (No. XIII) by the Jareja Chiefs, who promised to render a yearly return of all the sons and daughters born to them, and to take other measures for the prevention of the crime of infanticide. These engagements were renewed in 1846 (No. XIV). An Engagement (No. XV) was also made in 1842 with the head of the Hothi tribe, who claim affinity with the Jarejas. These measures have been attended with the most satisfactory results. In 1842 the proportion of males to females of the Jareja tribe in Kutch was as 8 to 1, in 1852 it was as 3 to 1, and in 1868 it was as 1·04 to 1. In 1844 a fund, called the Infanticide Fund, was instituted. The British Government and the Kutch State each contributed Rs. 4,000 a year to it. The object of the fund was to give pecuniary assistance to the poor Jarejas in the State, to enable them to defray the cost of marrying their daughters. In 1857 the fund had a large invested balance, and the contributions from Government and Kutch were discontinued. In 1864, and again in 1882, the Government of India declined to renew the contribution from imperial revenues, holding that the Kutch Darbar was competent on its own resources to deal with infanticide. In 1883 it was decided that the fund need not be kept up, and that grants might be made in case of necessity from its capital. In this way the capital was exhausted by the year 1891, and the Rao of Kutch then proposed that the system of grants should as a rule be abolished, and that assistance should be restricted to cases where it was really required by the most indigent Jarejas. This proposal was accepted by the Governments of Bombay and India, on the understanding that the Darbar would be held strictly responsible to prevent any revival of infanticide in Kutch.

In 1852 the Jareja Bhayad gave a written undertaking to abolish the practice of Sati, and proclamations to the same effect were issued by the Rao in that and the two following years.

The Rao of Kutch has supreme authority within his own estates, but only limited jurisdiction in those of his Chiefs, to whom the collective term of Bhayad has generally been applied from the fact of their being descended, with few exceptions, from the same ancestor as himself. The Bhayad pay no revenue ; they take cognizance of all minor offences in their own estates, and, except in serious cases, such as murder and dacoity, claim immunity

from interference on the part of the Darbar. In return they are bound to furnish troops on any great emergency, and on certain occasions they make customary presents to the Rao.* The estates of the Bhayad do not descend according to the law of primogeniture, but a system of subdivision prevails, which has in many cases become so minute as to render the guarantee holders unfit to exercise the jurisdiction contemplated in the settlement of 1819, when their numbers were only half what they have now reached. Secured by the guarantee in the possession of their estates, the Bhayad resisted all improvements; refused allegiance to their Chief; and sought a living by plunder and oppression. Rao Desal in his turn attempted to assert a more complete authority over his Chiefs; to acquire claims over their lands by purchase and mortgage; to promulgate laws without their consent; to issue processes to their subjects; and to dispense in a measure with the advice which he was bound under the treaty of 1834 to take from the council of the Bhayad. These pretensions were discountenanced by the Bombay Government, but a proposal to place restrictions on the Rao's issue of processes was not accepted by him, as he regarded it as an infringement of his legitimate authority. The question therefore remained open.

Rao Desal died in 1860, and was succeeded by his eldest son, Pragmal. Soon after his accession to power, Rao Pragmal showed a disposition to increase his influence at the expense of the Bhayad by restoring the innovations condemned in his father's lifetime; by creating fresh impositions in the shape of fines on the Chiefs and their vassals; and by minute interference in civil cases. To remedy this state of things it was proposed to define the limits of the Rao's power; to determine who were guarantee holders according to the original agreement; and to re-organise the council of the Bhayad; but the Rao deprecated any curtailment of his powers over the Bhayad and claimed sovereign jurisdiction. The British Government determined to maintain the Chiefs in the full enjoyment of their possessions and rights as they existed at the time of the treaty of 1819, and to mediate between the Rao and his Bhayad so as to maintain the equilibrium of power as it existed at the time of the treaty. On the other hand, it was necessary to encourage and strengthen the Rao in the full exercise of all his legitimate rights. It was further laid down that the British Government was under no obligation to enforce the engagement in the treaty of 1834, which provided for the government of the country by the Rao under the advice of his ministers and the Bhayad.

* In 1877 it was settled, with the sanction of Government, that they should pay nazarana on succession to their estates.

In regard to the general administration, the Rao was to be left in the exercise of full authority in his own lands : as to the estates of the Chiefs, it was proposed that the Rao should have a council whom he would be bound to consult. In case of difference the council, or the Chief whose interests were affected, might appeal to the British representative and finally to the Bombay Government. Existing holders of jurisdiction were to be classified on a combined consideration of their possessions and intelligence, a certain amount of civil and criminal jurisdiction being assigned to them, and the remainder was reserved to the Rao through the council. A concession was made to the Rao that his minister should represent him in the council. These principles were embodied in a draft agreement, but it was not acceptable to the Rao, and certain modifications were introduced in 1868 as a compromise, providing in all reasonable respects for the maintenance of the recognised rights of the Rao. The latter, however, strongly objected to the terms of this agreement as tending to raise unduly the *status* of some of the Bhayad; to curtail his own authority; and to introduce innovations opposed to the usage of the country. As the British Government was desirous to obtain the cordial concurrence of the Chief in any improvements in the administration, he was allowed the fullest possible opportunity of urging his objections to any proposals which might be supposed to affect his rights in any way, and in 1872 he found himself in a position to propose an agreement for the constitution of the Bhayad court, which met with the general concurrence of the British Government. Further discussion, however, ensued regarding the rules, and the settlement and rules were finally sanctioned by the Bombay Government in 1874 and 1875. His Highness the Rao died without formally affixing his signature to the rules and settlement, but his intention to sign them was accepted. A few slight alterations were subsequently made, and the settlement and rules as they now stand are appended as No. XVI. The Bhayad were informed that it had been found necessary to revise the original settlement of 1868; that all guaranteed rights of their body had been sufficiently conserved under the new rules; and that Government had every confidence that the court would be worked to their satisfaction.

In 1836 the Rao of Kutch abolished the importation of slaves into Kutch (No. XVII), and in 1869 he issued a Proclamation (No. XVIII) to the inhabitants of Kutch, and more particularly to those trading with Zanzibar, where natives of Kutch have established themselves in considerable numbers, and with the Arabian and African coasts, warning them against the penalties they would incur by engaging in the slave trade, and

informing them that their claims and suits were to be settled by the British Government in the same way as if they were subjects of the British Government. In 1872 the Rao of Kutch issued fresh proclamations (No. XIX) to his subjects at Zanzibar and Maskat, stating his determination to put a stop to their participation in the slave trade, and declaring that any of his subjects directly engaging, or indirectly assisting, in the traffic would be punishable by the British Government, whom he empowered to deal with such persons as with their own subjects, and that all property in Kutch belonging to persons convicted of the offence would be confiscated. He also deputed his minister to co-operate with Sir Bartle Frere, who was then employed as Her Majesty's special envoy for the more effectual suppression of the East African slave trade, to make enquiries into the participation of Kutch subjects in the slave trade, and to prosecute those found to have been engaged in it. This spontaneous action on the part of the Rao was cordially recognised by the British Government.

In 1871 the Rao of Kutch, at the instance of the Political Agent, declared his willingness to adopt measures, upon a basis of reciprocity, for the surrender of offenders to and from any neighbouring State having first class jurisdiction ; but no formal engagement was submitted for the sanction of the British Government.

In 1873 the Rao abolished transit duties in Wagar, and thus freed Kutch from taxation which had been discontinued in his other districts since 1856.

Rao Pragmal, who had received the right of adoption in 1862 (No. XX), died in January 1876, and was succeeded by his eldest son, Khengar, the present Chief, who was born on the 23rd August 1866.

In 1885 the Rao undertook to prevent the exportation from Kutch of all salt manufactured or produced within the province to any part of British India or of any Native State, or of any foreign European settlement in India (No. XXI).

In 1885 the title of "Sawai Bahadur" was conferred on Rao Khengarji, and in June 1887 he was created a Knight Grand Commander of the Indian Empire.

In 1890 an Agreement (No. XXII) was made with the State of Kutch for the construction of a line of telegraph from the eastern frontier of Kutch through Bhuj to Mandvi. The line was constructed and is worked by the British Telegraph Department. Other agreements for the construction of telegraph lines have been executed by the Darbar as follows :— Mandvi to Mundra in 1894 (No. XXIII), Mandvi to Bhachav in 1895

(No. XXIV), Mandvi to Nalia in 1895-96 (No. XXV), Nalia to Tera and Jakhan in 1900 (No. XXVI).

The Kutch State has not entered into any agreement regarding opium, but an old State Act of 1878, revised in 1903, prohibits the cultivation, manufacture, and export of opium, and regulates the import of opium required for consumption.

In 1905 the Darbar prohibited by notification the export into, and illicit import from, British India of hemp drugs.

The population of Kutch, according to the census of 1901, amounts to 488,022. The estimated area is 7,616 square miles. The gross revenue of the Rao is about Rs. 32,00,000, of which about Rs. 20,00,000 belong to the Darbar. The State pays a contribution of Rs. 1,85,949 to the British Government, which is liable to be reduced to a minimum of Sicca Rupees 88,000 in the event of the reduction of the subsidiary force.

The military force of the State consists (1905) of 2 serviceable and 153 unserviceable guns, and 856 armed police.

The State is liable to the nazarana rules.

The Rao is entitled to a salute of 17 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

NO. I.

ARRANGEMENT for the SETTLEMENT of DISPUTES between the STATES of CUTCH and MORVI,—1904.

SANAD.

Whereas certain disputes have for a long period existed between the States of Cutch and Morvi regarding their respective rights and interests in the Cutch peninsula and in Kathiawar and in the creek and lands intervening between either shore, and whereas Mr. R. M. Kennedy, I.C.S., who was appointed Commissioner to value the said respective rights and interests, made certain proposals for an exchange between the two States with a view to the final settlement of the said disputes, and whereas these proposals have been approved and confirmed by Her Majesty's Secretary of State:

The Governor-General in Council has, pursuant to the decision of Her Majesty's Secretary of State, communicated in his Despatch No. 13 of 8th February 1900, ordered the following arrangements for the purpose of giving effect to the said decision:—

1. The Cutch and Morvi States respectively will, subject always to any rights and interests appertaining to the Paramount Power, have and hold their several coasts with riparian rights, rights of customs and all other rights and interests free each from any interference or obstruction by the other, on either side of a line drawn as follows:—namely, commencing from the Gulf of Cutch the line runs along the centre of the Hansthal Creek, then from where Chach Nes joins the Hansthal along the centre of Chach Nes, right up to the present termination of Chach Nes at the point marked A on the accompanying map, which point A lies on a straight line between Vandhia village site and Tonk Hill, approximately equidistant (six and a half miles) from either: eastward of point A the line runs along the centre of the Runn equidistant from the Cutch and Morvi shores; the channels of Hansthal and Chach Nes are neutral.
2. On the Cutch side of this line the six villages of Adhoi, Halrae, Rampura, Wastwa, Gamrao, and Gharana will belong to the State of Morvi with no special privileges of trade but with the same rights that are enjoyed by many Native States holding small territories surrounded by British districts; while the rights of the Morvi State in the villages of Amardi, Janghi, Chandrodi, and Laliana Pati will be extinguished and the said villages will belong exclusively to the Cutch State.
3. On the Morvi side of the line the Morvi State will hold and enjoy all rights hitherto enjoyed or claimed by the Cutch State in the port of Vavania and all the maritime rights of Cutch in the territorial waters of Morvi.

No. II.

1809.

ARTICLES of AGREEMENT between the HONOURABLE EAST INDIA COMPANY, entered into by CAPTAIN SAMUEL ADAM GREENWOOD, under the orders of LIEUTENANT-COLONEL WALKER, RESIDENT, with the VIZARUT JEMADAR FUTTEH MAHOMED and his son NOTIAR HUSSAIN MEEJA, on behalf of the MAHA RAO SHREE ROYDHUNJEE, *viz.*—

ARTICLE 1.

As friendship exists between the government of the Honourable Company and the government of the Maharaja Anund Rao Guikwar Sena Khas Kheyl on the one part and the government of the Maha Rao Shree Roydhun on the other, it is agreed that no troops shall cross to the country to the east or opposite side of the Gulf and Runn lying between Kutch and Guzerat, nor shall any claim or interference be therein maintained.

ARTICLE 2.

The above article is indispensable, but as the Maha Rao Mirza Roydhun possesses old claims on Nowanuggur, it is agreed that these as well as any other demands, either pecuniary or otherwise, which exist, or may arise, shall be settled agreeably to equity and justice, and with due regard to the character of Maha Rao Shree, by the decision of three people, one on behalf of the Honourable Company, one on behalf of the Maha Rao Shree, and a third on behalf of the parties on whom the claims are made.

ARTICLE 3.

The Maha Rao Shree Roydhun engages that piracy shall be eradicated throughout the country of Kutch. Should any piracy take place, the pirates should be punished and expelled from the country.

ARTICLE 4.

Maha Rao Shree Roydhun engages not to permit any establishment whatever to be made in the country by any European or American power or any of those nations to remain therein.

To the truth of the above God is witness.

Dated 16th of Ramzan 1224 Hegiree, corresponding with the 3rd of Ashwin Vud Sumvut 1865 and the 26th October 1809 A. D.

Confirmed by the Governor-General of India on 7th December 1809.

ARTICLES of ENGAGEMENT entered into by DEWAN HUNSRAJ SAMEDASS of MANDAVEE BUNDER, with CAPTAIN SAMUEL A. GREENWOOD, on behalf of the HONOURABLE COMPANY as follows :—

ARTICLE 1.

As friendship exists between the government of the Honourable Company and the government of the Maharaja Sena Khas Kheyl Shumsher Bahadoor on the one part, and the government of the Maha Rao Shree Roydhun on the other, I do hereby agree that no troops shall cross to the country on the opposite side of the Gulf and Runn (lying between Kutch and Guzerat), nor shall any claim or interference be maintained therein ; should any claim or dispute arise, the same shall be settled by arbitration, under the mediation of the Company.

ARTICLE 2.

Hunsraj Sa, Dewan, engages, on behalf of the Maha Rao Roydhun, that piracy shall be eradicated throughout the territories subject to Mandavee; should any act of piracy occur, the pirates shall be punished and expelled the country.

ARTICLE 3.

Hunsraj Sa, Dewan, also engages, on behalf of the Maha Rao Roydhun, not to permit any European or American power to form an establishment at Mandavee and its dependencies, nor to permit any (of these nations) to remain therein.

Dated 1865 Assoin Vud 5th, corresponding with 28th October A.D. 1809.

Written by Hunsraj Samedass. What is above written is truth.

TRANSLATION of a PAPER to the address of the HONOURABLE COMPANY from DEWAN HUNSRAJ SAMEDASS of MANDAVEE BUNDER.

I, Hunsraj Samedass of Mandavee Bunder, the Dewan and servant of Maha Rao Mirza Roydhun, wishing to preserve and secure to my sovereign and master the possession of Mandavee Bunder in peace and tranquillity, do hereby require the protection of the Honourable Company on the following terms and conditions:—

ARTICLE 1.

The town and port of Mandavee, its villages and dependencies, to be maintained in my possession on behalf of the said Maha Rao Mirza Roydhun,

to whom, his heirs and successors, the said dependencies shall be restored under the guarantee of the Company; whenever he or they shall be restored to the exercise of their legal and uncontrolled authority, and when my sovereign shall assume the government of this country, this port of Mandavee and its dependencies shall be delivered up to him.

ARTICLE 2.

In order to give effect to the above Article, and to ensure its execution, an Agent on the part of the Honourable Company, who shall be attended by a guard of 40 men, shall reside at Mandavee, so long as the place may remain in my possession, but to be afterwards subject to such arrangement in respect to remaining or being dismissed as the sovereign Maha Rao may agree to.

ARTICLE 3.

For the expenses of this establishment an annual nuzzerana of Rupees 18,000 shall be paid to the Honourable Company's Government in four instalments, *viz.*, commencing from the arrival of the Company's Agent.

ARTICLE 4.

In the event of any persons attempting to gain possession of Mandavee and its dependencies, the Honourable Company will be pleased to extend their aid and protection to the extent of two battalions, with their proportion of Artillery, the expenses of which shall be defrayed, at the rate of Rupees 32,500 per month for each battlion, payable in monthly instalments, during the employment of the troops, and to be returned when I have no further occasion for them.

ARTICLE 5.

It is to be understood that the employment of this force is intended solely for the defence of Mandavee and for its preservation under my management, and therefore should any person become the enemy of Mandavee, the Sircar will arrange with them.

ARTICLE 6.

My sole object being to secure under the protection of the Honourable Company the possessions of my sovereign in peace and tranquillity, I engage to enter into any terms of accommodation with Futteh Mahomed that may appear advisable and conducive to this end, and which may receive the sanction of the Honourable Company.

Signed for SETH HUNSRAJ SAMEDASS

by JORE SA.

What is above written has my consent when the parties arrive.

Dated Sumwut 1366, Kartick Soodh 5th, A.D. 1809, November 12th.

Confirmed by the Governor-General of India on 6th January 1810.

No. III.

ARTICLES of a TREATY of ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJ MIRZA RAO BHARMULJEE of KUTCH, agreed to by both GOVERNMENTS,—1816.

ARTICLE 1.

A firm and lasting peace and amity shall hereafter exist between the contracting governments.

ARTICLE 2.

The people of the Kutch District of Wagur having committed unprovoked depredations in the mehals of their Highnesses the Peishwa and Guikwar in the peninsula of Kattywar, the Maha Rao engages to reimburse the losses sustained by their aggressions, and also to defray the military expenses incurred in consequence according to a separate deed by which the Maha Rao engages to abide.

ARTICLE 3.

His Highness the Maha Rao engages to become responsible to the Peishwa's, Guikwar's and Honourable Company's governments for any loss which their subjects may hereafter sustain by depredations from subjects of the Kutch State.

ARTICLE 4.

The subjects of the Kutch State shall on no account cross the Gulf or Runn for hostile purposes, neither shall they cross to act against the subjects of the Honourable Company or those of Sreemunt Peishwa or the Guikwars. The subjects of the aforesaid three governments shall (in like manner) not cross the Gulf or Runn for hostile purposes against the Rao's subjects. The fort of Anjar, etc., having been ceded to the Honourable Company, no objections exist to troops and stores crossing the Gulf or Runn for that place.

ARTICLE 5.

His Highness the Rao binds himself to suppress in the most effectual manner the practice of piracy throughout his dominions and coasts, and engages to make good any losses sustained by vessels sailing under the pass of the Honourable Company by piracies committed from the ports in Kutch. The practice of confiscating property wrecked on the coast shall from this date be suppressed, and His Highness engages to cause all property thus sequestrated to be returned to the legal owner.

ARTICLE 6.

His Highness the Rao engages that no foreign, European, or American force of any description, or agent of any of those powers, shall be permitted to pass through or reside in the State of Kutch.

ARTICLE 7.

The Rao binds himself to prohibit the admission of Arab mercenaries into Kutch. Arabs resorting for mercantile purposes shall not be permitted to leave any of their followers. They shall return with the merchants. This shall be particularly atttended to. In consideration, however, of the situation of Luckput on the borders of Sindh, and for the object of keeping the district of Wagur in subjection, the Rao shall retain in his service Arab Sebundy not exceeding in number four hundred men.

ARTICLE 8.

The Honourable Company, in consideration of the distracted state of the government of Rao Bharmuljee, and its inability to fulfil the above obligations without aid, engage to cause such possessions as have been alienated by the treachery of his servants to be restored to His Highness's authority; any of the servants above alluded to returning to their allegiance through the mediation of the Honourable Company shall have their affairs arranged in a manner meeting the wishes of both governments.

ARTICLE 9.

The district of Wagur, a dependency of the Kutch State, will require to undergo a thorough reform. The prohibition which exists to the Rao entertaining Arab Sebundy beyond a limited number disables him from effecting a settlement of that district satisfactorily to the Honourable Company. The latter, therefore, agree to aid His Highness with a force to arrange this talooka in a manner suitable to the objects of both governments, so that it remain obedient to the Rao's authority, who binds himself, as in Article 3rd, to be responsible for the future acts of the people.

ARTICLE 10.

As a friendly return for the essential services thus engaged to be performed, His Highness the Rao agrees to cede to the Honourable Company in perpetuity the fort of Anjar, with villages, including Toorea Bunder, and in addition engages to pay in perpetuity an annual sum of two lakhs of corries (Rao Shai) in cash to the Honourable Company. The particulars of this Article are contained in a separate deed.

ARTICLE 11.

The slaughter of cows and bullocks being directly at variance with the religion of the Jharejas and the greater portion of the natives of Kutch, the

Honourable Company engages to abstain from the slaughter of those animals within the limits of Kutch, and from violating the religious prejudices of the Rao's subjects.

ARTICLE 12.

His Highness the Rao engages not to allow a Bharwuttea of the Shreemunt Peishwa, Guikwar, or Honourable Company's governments to reside within his territory, and (in like manner) the above three governments engage not to permit a Bharwuttea of the Roa's country to reside in their mehals. In the event, however, of a Bharwuttea residing within a foreign State and committing acts of depredation from thence, the power affording him an asylum shall be considered responsible.

ARTICLE 13.

A representative of the Honourable Company's government shall reside with the Rao in the capital, in order that all questions which may arise between the contracting governments be discussed in a friendly manner, and the engagements of both parties be watched over and preserved inviolate. This vakeel shall not listen to any complaints either from the Rao's Bhayad or his ministers; at the Rao's request, however, the Sircar will afford him its best advice.

The above thirteen Articles of Treaty shall be adhered to by the Rao, his heirs and successors, and the Honourable Company.

Done at Bhooj on the fourteenth day of January, A. D. 1816.

(Sd.) JAMES MACMURDO,
Employed on a mission to Kutch by the Bombay Government.

Ratified by the Right Honourable the Governor General of India in Council on the 9th March 1816.

TRANSLATION of a DEED executed by MAHARAJ MIRZA RAO BHARMULJEE of KUTCH, in favour of the HONOURABLE ENGLISH EAST INDIA COMPANY.

ARTICLE 1.

My Sircar, as a friendly gift, has for ever done over to you by deed the

fort of Anjar with villages, including Toorea Bunder, according to the following list:—

Anjar Town.	Toorea, port inclusive.
Meethee Rohur.	Khasee Rohur.
Keedhena.	Shirai.
Rutnal.	Anterjal.
Puswallia Khasi.	Sutapore.
Ditto Meethee.	Supurdha.
Sidoogura.	Sugallia.
Nargulpore, small.	Nargulpore, large.
Pudhanoo.	Kokra.
Rapore.	Bhumasir.
Borickamegpore.	Nugal.
Varsamiree.	Morsin.

According to the above list I have given you the fort and bunder, inclusive 24 villages, and surrender to you all sovereignty, control, and produce in those places that my Sircar has enjoyed. Any charitable, religious, or other ancient gifts of my government shall be investigated by the Honourable Company, and on authentic papers being produced the Honourable Company's government shall continue them. Grassias who have enjoyed grass from ancient times in the pergunnah or in Anjar shall not be obstructed by the Honourable Company in receiving their produce. Disputes regarding villages, boundaries, or disputes of any kind between the subjects of the two governments shall be adjusted by two persons on the part of the Sircars, agreeably to justice. One Sircar shall not send orders or mohsuls on the subjects of the other; subjects or inhabitants of the above places coming to me to complain I shall not listen to them.

ARTICLE 2.

In addition to the above deed I have agreed to pay to the Honourable Company from my government an annual sum of two lakhs of Rao Shai corries; this cash is to be paid in two kists, as follows:—

1,00,000	1 lakh	corries on Assar Soodh 2nd.
1,00,000	1	ditto on Pous Soodh 2nd.
2,00,000		

In this manner I am to pay two lakhs of corries annually for ever, and should the corries not be paid on the stipulated dates I am to pay interest at the rate of 9 per cent. per annum.

I have given these two Articles in writing to the Honourable Company's Sircar of my own free will; I and my heirs and successors are to abide by them.

Done Sumwut 1872, Pous Vud 2nd, Tuesday, 16th January 1816.

This deed was ratified by the Right Honourable the Governor-General of India in Council under date the 9th March 1816.

NO. IV.

SUPPLEMENTARY TREATY with KUTCH in 1816.

The Honourable Company and the Rao's Sircar concluded a Treaty of thirteen Articles on the 14th January 1816; supplementary to these, however, the following two are valid:—

ARTICLE 1.

The Right Honourable the Governor General in Council has ratified the thirteen Articles of Treaty concluded on the 14th January 1816 between the English Sircar and that of His Highness the Rao; but as His Highness's government is newly established, and is responsible in the 2nd Article of the Treaty for a debt of twenty lakhs of rupees, which it would find much difficulty in discharging, the Honourable Company, guided by feelings of friendship, relinquishes as a voluntary gift the sum of eight lakhs thirteen thousand eight hundred and seventy-six rupees, being the amount charged to its military expenses.

ARTICLE 2.

In order still further to aid the Maha Rao's government, and as a testimony of the interest which the Honourable Company takes in its welfare, the latter does of its own free will relinquish the annual sum of two lakhs of corries which the Rao has agreed to pay by the 10th Article of the aforesaid Treaty. It is hoped that these disinterested and friendly aids conferred by the Honourable Company on His Highness the Rao will induce the latter to repose perfect confidence, to act with unanimity and to preserve inviolate the stipulations contained in the original Treaty.

Done at Bhooj this Tuesday, the eighteenth day of June A. D. 1816.

(Sd.) JAMES MACMURDO,
Resident at Bhooj.

(Sd.) MOIRA.
" N. B. EDMONSTONE.
" ARCHIBALD SETON.
" G. DOWDESWELL.

Seal.

Seal.

Ratified by the Governor General in Council at Fort William this twenty-first of September one thousand eight hundred and sixteen.

(Sd.) JOHN ADAM,
Secretary to Government.

No. V.

TREATY of ALLIANCE between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJA MIRZA RAO SHREE DESSULJEE, his heirs and successors, concluded by CAPTAIN JAMES MACMURDO, on the part of the HONOURABLE COMPANY, and by JHAREJAS PRUTHERAJJEE, VIJERAJJEE, MERAMUNJEE, PRAGJEE, PRAGJEE MOKAJEE, ALLYAJEE, NONGHUNJEE, BHANJEE and JEYMULJEE, by virtue of full powers from their respective GOVERNMENTS,—1819.

Whereas a Treaty of alliance, consisting of thirteen Articles, was concluded on the 14th January 1816, with two supplementary Articles, under date 18th June 1816, between the Honourable East India Company and the Maharaj Rao Bharmuljee and his successors. In consequence, however, of the hostile conduct of the said Rao towards the Honourable Company, and his tyranny and oppression to his Bhayad, it has become necessary for the stability of the alliance between the contracting parties to make certain alterations in the above-mentioned Treaty.

ARTICLE 1.

It is hereby declared that all Articles of the aforesaid Treaty which are not modified or superseded by any of the Articles in the present Treaty shall be considered good and valid.

ARTICLE 2.

Agreeably to the desire of the Jhareja Bhayad the Honourable Company agrees in declaring Bharmuljee to have forfeited all claims to the guddee of Kutch, and he is accordingly solemnly deposed. The said Bharmuljee shall reside in Bhooj as a State prisoner, under a guard of British troops, subject, however, to be removed to a place of further security in the event of his being implicated in any intrigue, the Kutch government agreeing to pay annually the sum of 36,000 corries through the Honourable Company for the subsistence of the said Bharmuljee.

ARTICLE 3.

The infant son of the late Rao Bharmuljee having been unanimously elected by the Jhareja Chiefs to succeed to the vacant throne, he and his legitimate offspring are accordingly acknowledged by the Honourable Company as the lawful sovereigns of Kutch under the name and title of Maharajah Mirza Rao Dessuljee,

ARTICLE 4.

In consequence of the minority of the present Rao Dessul the Jhareja Bhayad, with the Honourable Company's advice, determine that a regency shall be formed with full powers to transact the affairs of the government. The following are chosen as the members: Jhareja Vijerajjee of Somri Roha, Jhareja Prutherajjee of Naugercha, Rajgoor Odhowjee Hirbhoy, Mehta Luckmidas Wullubjee, Khuttri Ruttonsi Jettani, and the British Resident for the time being. These six persons are entrusted with the executive management of the government of Kutch; and in order that they may perform the service of the State with effect the Honourable Company agree to afford the regency their guarantee, until the Rao completes his twentieth year, when the minority ceases.

ARTICLE 5.

The Honourable Company engages to guarantee the power of His Highness the Rao Dessul, his heirs and successors, and the integrity of his dominions, from foreign or domestic enemies.

ARTICLE 6.

The Honourable Company, at the desire of Rao Shree Dessul and the Jhareja Bhayad, for the security of the government of Kutch, agrees to leave a British force in its service. For the payment of this force Rao Shree Dessuljee and the Jhareja Bhayad agree that funds shall be appropriated from the revenues of Kutch. The Honourable Company retains to itself the option of reducing or entirely withdrawing its troops (and relieving Kutch from the expense) whenever, in the opinion of government, the efficiency and strength of the Rao's authority may admit of its being done with safety.

ARTICLE 7.

The money stipulated for in the preceding Article is to be paid in instalments, each of four months, and it is further engaged that the regency appointed in the 4th Article shall enter into a separate responsibility for the regular payment of the above kists.

ARTICLE 8.

The Kutch government engages not to allow any Arabs, Seedees, or other foreign mercenaries to remain in its territories, nor generally to entertain any soldiers, nor natives of Kutch, without the consent of the Honourable Company's government.

ARTICLE 9.

The Kutch government agrees that no foreign vessels, American, European or Asiatic, shall be allowed to import into the territories of Kutch arms or military stores. The Honourable Company engages to supply the wants of the Kutch government in these articles at a fair valuation.

ARTICLE 10.

The Honourable Company engages to exercise no authority over the domestic concerns of the Rao or of those of any of the Jhareja Chieftains of the country; that the Rao, his heirs and successors, shall be absolute masters of their territory, and that the civil and criminal jurisdiction of the British Government shall not be introduced therein.

ARTICLE 11.

It is clearly understood that the views of the British Government are limited to the reform and organization of the military establishment of the Kutch government, to the correction of any abuses which may operate oppressively on the inhabitants, and to the limitation of the general expenses of the State within its resources.

ARTICLE 12.

The Rao, his heirs and successors, engage not to enter into negotiations with any Chief or State without the sanction of the British Government, but their customary amicable correspondence with friends and relations shall continue.

ARTICLE 13.

The Rao, his heirs and successors, engage not to commit aggressions on any Chief or State, and if any disputes with such Chief or State accidentally arise they are to be submitted for adjustment to the arbitration of the Honourable Company.

ARTICLE 14.

The Rao, his heirs and successors, engage to afford what military force they may possess to the aid of the Honourable Company's government upon its requisition. This Article, however, is not to be understood as imposing any duties on the Jhareja Bhayad contrary to their established customs.

ARTICLE 15.

The Kutch ports shall be open to all British vessels, in like manner as British ports shall be free to all vessels of Kutch, in order that the most friendly intercourse may be carried on between the governments.

ARTICLE 16.

The British Government, with the approbation of that of Kutch, engages to guarantee by separate deeds the Jhareja Chiefs of the Bhayad, and generally all Rajpoot Chiefs in Kutch and Wagur, in full enjoyment of their possessions, and further to extend the same protection to Mehta Luckmidas Wullubjee, who, for the welfare of the Kutch Durbar, has acted in concert with the Jharejas, and with great zeal and sincerity.

ARTICLE 17.

His Highness the Rao, his heirs and successors, at the particular instance of the Honourable Company, engage to abolish in their own family the practice of infanticide; they also engage to join heartily with the Honourable Company in abolishing the custom generally through the Bhayads of Kutch.

ARTICLE 18.

Previously to the execution of the deed of guarantee in favour of the Jhareja Bhayad, according to the tenor of the 16th Article, a written engagement shall be entered into by them to abstain from the practice of infanticide, and specifying that in case any of them do practice it, the guilty person shall submit to a punishment of any kind that may be determined by the Honourable Company's government and the Kutch Durbar.

ARTICLE 19.

The British Resident or his Assistant shall reside in Bhooj, and be treated with appropriate respect by the Government of Kutch.

ARTICLE 20.*

* * * * * *

ARTICLE 21.

It being contrary to the religious principles of the Jharejas and people of Kutch, that cows, bullocks, and peacocks should be killed, the Honourable Company agree not to permit these animals to be killed in the territory of Kutch or to permit in any way the religion of the natives to be obstructed.

These twenty-one Articles are binding to the Rao, his heirs and successors, for ever, and to the Honourable Company.

Done at Bhooj on the thirteenth day of October A. D. 1819.

The Governor General's small Seal.

(Sd). JAMES MACMURDO, *Captain, And Resident in Kutch.*

(Sd). HASTINGS.

„ J. STEWART.

„ J. ADAM.

Ratified by His Excellency the Governor General in Council this fourth day of December A. D. 1819.

(Sd.) C. T. METCALFE, *Secretary.*

* This article, which provided for the transit through the Rao's territory, free of Rahdari duties of all supplies *bonâ fide* for the use of the Honourable Company's troops was abrogated by the Local Government in 1828, their action being confirmed by the Government of India in 1854 (Letter No. 564, of 10th February 1854, to Government of Bombay).

No. VI.

DEED passed to MAHA RAO SHREE DESSULJEE by WAGHELA VEESAJEE, SUTAJEEANEE, PREMSINGJEE, RAMJEEANEE, MEHEBJEE, DEWAJEEANEE, RAMSINGJEE, BHOJRAJEEANEE, and the whole BHAYAD of BELA, dated Choitro Vud 5th, Sumwut 1875, or 15th April A. D. 1819.

The Durbar, as a punishment for our bad conduct, had deprived us of our villages and geeras: at present, however, the Honourable Company's army having accomplished a reform in the affairs of the Durbar, the English government has graciously interfered and restored to us our geeras, etc. We do therefore engage that henceforth none of us shall be guilty of improper or troublesome conduct, and we engage to abide by the following Articles:—

ARTICLE 1.

We engage to countenance or protect in no way any Bharwuttea or criminal of either of the two Sircars of the Honourable Company and the Rao or encourage any person to disturb the peace.

ARTICLE 2.

We shall permit no person who thieves or steals to live in our lands, nor shall we listen to any such people. Should any person living in our lands commit any act of plunder, and the fact be ascertained to be positive, we engage to become responsible individually for the act to both Sircars, and to surrender the criminals to the Durbar.

ARTICLE 3.

Should travellers be plundered in our lands, or should any property be lost, we engage to become responsible, agreeably to the order of the Durbar to remove the crime from ourselves by establishing it satisfactorily elsewhere.

ARTICLE 4.

Should we have any dispute with our neighbouring Bhomais and Grassias relative to boundaries, etc., we engage to refer the dispute to the arbitration of both Sircars. We engage to have "Ver" (feuds) with none.

ARTICLE 5.

Should a Grassia or other person attempt to leave our lands with the intent of having a feud, or disturbing the peace, we will prevent him; if he goes by force we will instantly inform the Durbar.

ARTICLE 6.

Should Dhara or plunderers attempt to pass through our lands with the intention of depredating, we will not permit them to pass. If they proceed by force we will give instant information of it to the Sircars.

ARTICLE 7.

We will perform the Rao's service with fidelity. We will accompany the Durbar troops when they are acting, and act in concert.

ARTICLE 8.

On an alarm of plunderers passing with plunder, we will instantly proceed and intercept them.

ARTICLE 9.

We have given a distinct deed to the Durbar, under the guarantee of the Sircar, for the payment for ever of an annual jummabundee. The specific jummabundee mentioned in it we shall yearly pay. Should any heavenly or earthly misfortune happen, in such year the Durbar is to look to our articles.

ARTICLE 10.

Should we have a necessity for money, and wish to sell our villages we engage to acquaint the Sircars beforehand.

ARTICLE 11.

Any old fort or castle on our lands we engage to permit to be destroyed and henceforth to build no new work of the kind.

In the above manner we engage to behave justly, peaceably, and honestly and not to act improperly or infringe on our engagements.

Signed by Waghela Veesajee and others.

(Sd.) J. MACMURDO,
Resident at Bhooj.

Memorandum.—The above engagement was at the same time subscribed to by following additional Chiefs :—

Weerbhuder Dewajee Samaljee, etc., of Kuntakot.
Jhareja Kulliansingjee, of Ausir.
Jhareja Mimajee, of Wandia.
Waghela Sadhojee and Vijerajjee, of Soodran.
Jhareja Rotlajee, etc., of Kammar.
Jhareja Jewunjee, of Lakria.
Waghela Poonjajee, etc., of Palauswa.

Jhareja Narunjee, of Chitrore.
Jhareja Ajeetsingjee and Jussajee, etc., of Veejpasir.
Jhareja Purtapsingjee, of Koombhardee.
Waghelas Bharojee, Sadhojee, and Juruljee, of Juttawaro.
Rana Soojajee, etc., Geerea.
Waghela Mousingjee, etc., of Bhimasir.
Jhareja Haldurjee, of Trummoo.
Jhareja Ubhesingjee and Bhaeeja, etc., of Roree and Jessura.
Waghela Meghrajjee, of Hummeerpoor.
Waghela Jemaljee and Puchanjee, of Kurrianuggur.
Waghela Anundsingjee and Khetajee, of Mowanoo.
Jhareja Bhimjee and Jugajee, etc., of Ambliaroo.
Jhareja Nathajee and Mullojee, etc., of Shrunva.
Jhareja Jugajee and Pragjee Nesajee, of Chiree.

FA'EL ZAMIN DEED passed by MUDVEE SAMLA AJANEE of AJAPORE, in behalf of the BELA WAGHELAS, TO MAHA RAO DESSULJEE.

I engage to be Fa'el Zamin for the Waghelas of Bela; they have passed a deed of Articles to Durbar; I will cause them to be adhered to. It is on my responsibility should they be guilty of breaking the agreement into which they have entered; or should they act improperly I individually become responsible for the acts in such manner as the Durbar may direct.

Choitro Vud 1st, Sumwut 1875, or the 11th April A. D. *1819.*

(Sd.) MUDVEE SAMLA AJANEE.

DEED of ARR ZAMIN.

We, Weerwudur Dewajee Samatjeeanee, Akherajee, and Kanthurjee Pattajeeanee, of Kuntakot, are Arr Zamin to the effect of the above deed. We are individually responsible for its efficiency, and will cause it to be adhered to.

Choitro Vud Ist, Sumwut 1875, or the 11th April A. D. 1819.

The marks × × × of Weerwudur and others.

(Sd.) J. MACMURDO,
Resident at Bhooj.

No. VII.

TREATY between the HONOURABLE ENGLISH EAST INDIA COMPANY and MAHARAJ MIRZA RAO SHREE DESSULJEE, his heirs and successors, concluded by CHARLES NORRIS, ESQ., RESIDENT in KUTCH, on the part of the HONOURABLE COMPANY, and by the JHAREJA BHAYAD VIJERAJJEE PRAGJEE, of KOTOREE, MOKAJEE, CHUNDAJEE BHARRAJEE, ALLYAJEE, BHANJEE, PRAGJEE, of MHOWA, KAYAJEE, and JEYMULJEE, on the part of the RAO, by virtue of full powers from their respective GOVERNMENTS,—1822.

ARTICLE 1.

The British Government and the Government of Kutch, thinking it expedient that the town and district of Anjar should be transferred to His Highness the Rao of Kutch for a pecuniary equivalent, the 10th Article in the Treaty of Sumwut 1872 (A. D. 1816) is annulled, and the separate deed therein alluded to is declared void. The sum of Ahmedabad Sicca Rupees (88,000) eighty-eight thousand a year, is agreed to by both governments as the amount which is to be paid by the Kutch government to the Honourable Company in return for transfer of the town and district above-mentioned to His Highness the Rao of Kutch, including, in the Anjar district, the town of Lukhapoor, the separate deed of which is declared void.

ARTICLE 2.

The town and district of Anjar will be delivered over to the Kutch Government on 2nd Assar Soodh, Sumwut 1879 H.E., corresponding with 20th June A. D. 1822, and the government of Kutch engages to make good the payment of the sum above stipulated every year by two half-yearly payments, the first of Rupees (44,000) forty-four thousand on Pous Soodh 2nd, and the second of Rupees (44,000) forty-four thousand on Assar Soodh 2nd. No diminution in the amount of compensation above fixed for the town and district of Anjar shall ever take place; and the Government of Kutch agrees that if it shall not be paid regularly at the periods above specified good and satisfactory assignments of land in full sovereignty, either the Anjar talook or other districts as may suit the Kutch government, shall be made to the British Government for the purpose of realizing the amount which may have become due.

ARTICLE 3.

Since the establishment of the connexion between the two governments the British Brigade has been cantoned at the foot of the hill fort of Bhojea, which has remained in the hands of the British. The British Government,

from an anxiety to restore the fort to His Highness the Rao, has had the ground in the neighbourhood of Bhooj examined with the view of removing the camp. One spot only has been found suitable for a cantonment; it is situated to the north of the town and belongs to Rajgoor Brahmins, and the government of Kutch being unable to induce the owners voluntarily to surrender this ground, has expressed a wish that the cantonment may remain where it is at present, and the fort continue in the occupation of the British. To this proposal the British Government agrees, and the Kutch government engages never to require the British Government to give up the fort without obtaining by purchase from the proprietors the ground above-mentioned and giving it to the British Government, and indemnifying the British Government for any expense which it may have incurred in repairing the fort, which expense, however, is not to exceed the sum of Rupees (45,000) forty-five thousand.

Dated 1st Jeet Soodh, Sumwut 1878, corresponding with 21st May 1822 A.D.

(Sd.) C. NORRIS,
Resident.

Ratified by the Governor General in Council at Fort William in Bengal, this fifth day of July one thousand eight hundred and twenty-two.

(Sd.) HASTINGS.
" J. ADAM.
" JOHN FENDALL.
" W. B. BAYLEY.

By His Excellency the Governor General in Council.

(Sd.) G. SWINTON,
Secretary.

No. VIII.

TREATY between the HONOURABLE EAST INDIA COMPANY and SHREE MAHARAJ MIRZA RAO DESSULJEE, his heirs and successors, concluded by LIEUTENANT-COLONEL HENRY POTTINGER, RESIDENT in KUTCH, on the part of the HONOURABLE COMPANY, and JHAREJAS CHANDABHOY of NAUGERCHA, DOSAJEE of KOTOREE, PRAGJEE of MOTARA, NARRONJEE of MHOW, DEEDA BHOJRAJJEE, and the MINISTER DEWAN LUCKMIDAS WULLUBJEE, on the part of HIS HIGHNESS the RAO,—1832.

Whereas the Right Honourable John, Earl of Clare, Governor in Council of Bombay, is of opinion that by the Treaties now in force a greater sum is

required from Kutch than the resources of that principality can afford as a proof of which there are now due to the British Government by the Kutch Durbar arrears amounting to 9,75,000 corries, and which the Kutch government is unable not only to liquidate, but even to discharge the annual amount stipulated by former Treaties for the pay of the troops and on account of Anjar. The two governments have therefore agreed to modify existing Treaties in the manner written in this engagement, which is dated at Bhooj on this 20th day of September 1832, being the 11th day of Bhadurwa Vud, 1889 Sumwut.

ARTICLE 1.

The 1st and 2nd Articles of the Treaty of the 21st May 1822 are maintained in force only as described in the succeeding Articles of the present Treaty, and the contracting parties do now engage as follows:—

ARTICLE 2.

The Honourable East India Company's government hereby remits (subject to the condition specified in the 4th Article) the equivalent for Anjar, *viz.*, 88,000 Ahmedabad Sicca Rupees per annum, fixed by the 1st and 2nd Articles of the Treaty of the 21st May 1822, together with all arrears now due on that as well as on any other account by the Kutch Durbar to the British Government, or which shall be found due on the settlement of the accounts for the past year, that is, the Sumwut 1888, which terminated on the 1st day of July last.

ARTICLE 3.

His Highness the Rao Shree Dessuljee, his heirs and successors, solemnly agree that the funds stipulated by the 6th Article of the Treaty of October 1819 to be appropriated for the pay of the Kutch subsidiary force, but which it is hereby declared are never to exceed the amount of two lakhs of Ahmedabad Sicca Rupees per annum, shall be hereafter regularly, without fail, and under any circumstances whatever, discharged by four (4) quarterly equal instalments, *viz.*, on the 15th days of January, April, July, and October of each year.

ARTICLE 4.

The Kutch government further engages that in the event of the British troops in that principality being greatly diminished, and the necessary payment on account of them being similarly lessened, so as to reduce it below the amount of the above remitted Anjar equivalent, that is 88,000 Ahmedabad Sicca Rupees per annum, or in the event of the entire removal of the troops from Kutch, His Highness the Rao, his heirs and successors, shall still be responsible, in either case, for making to the British Government an annual payment amounting on the whole to not less than the above recited Anjar equivalent, or Ahmedabad Sicca Rupees 88,000.

ARTICLE 5.

All existing stipulations and engagements which have been entered into by former Treaties between the Honourable East India Company's Government and the Government of Kutch, and which shall not have been altered or modified by the present Treaty, are to remain in full force.

(Sd.) HENRY POTTINGER, *Lieut.-Col.*,
Resident in Kutch.

„ W. C. BENTINCK.

„ E. BARNES.

„ C. T. METCALFE.

„ A. ROSS.

Ratified by the Right Honourable the Governor-General in Council at Fort William in Bengal, this twenty-third day of April A. D. 1833.

(Sd.) W. H. MACNAGHTEN,
Secretary to the Govt.

No. IX.

TREATY between the HONOURABLE EAST INDIA COMPANY and the GOVERNMENT of KUTCH,—1834.

Whereas by the 4th Article of the Treaty concluded at Bhooj on the 13th day of October 1819 it was stipulated that a regency should be formed with full powers to transact the affairs of the Kutch government until His Highness Mirza Rao Shree Dessuljee should have completed his twentieth year, and whereas His Highness will not attain the above described age until on or about the 3rd day of August 1835, nevertheless the British Government, desirous of affording to His Highness a strong proof of its consideration and friendship, has consented to a modification of the above stipulation, and this Treaty has been this day entered into by Lieutenant-Colonel Henry Pottinger, Resident in Kutch, etc., on behalf of the Honourable East India Company, and by the undersigned Jharejas, etc., on behalf of the Rao of Kutch, in virtue of full powers entrusted to them by their respective governments.

ARTICLE 1.

The period for the minority of His Highness the Rao ceasing shall be altered from the completion of his twentieth year to Assar Soodh Booj, Sumwut 1891, corresponding with the 8th day of July A. D. 1834, on which

day the functions of the regency shall terminate and His Highness shall be placed in charge of the government of his country under the constitutional and established advice of his ministers and the members of the Jhareja Bhayad.

ARTICLE 2.

With a view to the welfare and prosperity of the State of Kutch, and also to relieve His Highness Mirza Rao Shree Dessuljee from all vexation and annoyance on the subject, the British Government reserves to itself, agreeable to the 2nd Article of the Treaty of October 1819, the entire management and control, through the Resident in Kutch, of the ex-Rao Bharmuljee, and will permit no interference on his part in any act of the Kutch government.

ARTICLE 3.

All existing engagements between the two States, not modified or altered by this Treaty, are to be considered in full force and efficacy.

Done at Bhooj on the 5th day of July 1834, corresponding with Jest Wuddh 14th, Sumwut 1891.

(Sd.) W. C. BENTINCK.
„ F. ADAM.
„ W. MORISON.
„ E. IRONSIDE.

1. JHAREJA KHANGARJEE, of Roha.
2. „ CHUNDERJEE, of Naugercha.
3. DOSAJEE, of Kotoree.
4. PRAGJEE, of Mhow.
5. SOURAJEE, of Terah.
6. SAHIBJEE, of Vinjan.
7. PRAGJEE, of Mohtalla.
8. JEYMULJEE, of Bharra.
9. RYAHJEE, of Mohtara.
10. GOORJEE, of Sootree.

Company's Seal.

(Sd.) HENRY POTTINGER,
Resident in Kutch.

Ratified by the Right Honourable the Governor General of India in Council on the 12th September 1834.

No. X.

1851.

RULES for the EXEMPTION from PAYMENT of DUTIES by VESSELS driven by STRESS of WEATHER into any of the KUTCH PORTS whilst on their voyage between BOMBAY and SINDH, in SUPERSESSION of those established in the year Sumwut 1897, Magsur Soodh 8th, 2nd December A.D. 1840.

RULE 1.

Vessels from or belonging to the ports of Bombay, or those under the Gaikwar government, Joonagurh, Nowanuggur, Bhownuggur, Porebundur, Jafferabad, and Mangrol, trading with any ports under the English Government, driven by stress of weather into Mandavee or any other of my ports, shall, provided they depart without having landed their cargo, or any portion of it, be exempt from payment of duty on the same, with the exception of a charge of five corries, which is to be levied as a fee on all vessels under the foregoing circumstances.

RULE 2.

A vessel driven into Mandavee, etc., under the circumstances above detailed, requiring such repairs as will involve the necessity of landing her cargo, a time will be fixed under which the repairs must be completed, and the cargo re-shipped, when no duty will be charged, provided that during that time no attempt be made, either by the tindal, the owners of the boat, or their accredited agents, to defraud me of custom duties by the surreptitious sale of any portion of the cargo.

RULE 3.

A vessel driven into Mandavee, etc., under the foregoing circumstances, and being found unseaworthy, her cargo may, within a specific time, be transhipped free of duty charges.

RULE 4.

Should a boat be driven into Mandavee, etc., at the close of the season, and be compelled to lay up for the monsoon, security must, in the first instance, be given for the full amount of customs on the whole cargo, when the goods may be landed and warehoused at the expense and risk of the owner or tindal of the vessel; the original invoice of the cargo, or an authentic copy, shall be deposited with the custom authorities; at the opening of the season the goods must be re-shipped on board the vessel which brought them, unless she be proved unseaworthy.

RULE 5.

Should it be proved that the tindal or owner of a vessel driven into Mandavee, etc., attempt to defraud the custom authorities of duty by the sale of any portion of the cargo, or should they, without satisfactory reason, fail to sail within the period assigned for the completion of the repairs, duty will be chargeable on the full value of cargo; or should less be re-shipped than was originally landed, or any portion of the cargo have been opened, and a most satisfactory explanation of the cause for so acting not be given, duty will be charged on the whole cargo.

All perishable or damaged articles may be sold, under the sanction of the custom-house authorities, on payment of the usual duty.

RULE 6.

Vessels driven into Mandavee, etc., under the circumstances already set forth, and strictly observing the rules now laid down, shall be allowed to depart on the payment of five corries (5) only; but the infringement of any one of the rules now established, either by the tindal, the owner of the vessel, or any one of her accredited agents, shall involve the penalty of payment of duty on the value of the cargo.

Previous to punishing the breakers of the law now promulgated their case must be reported to me for consideration, the offenders in the meantime providing approved security for their appearance to answer any charge that may be preferred against them, in default of which they are to be retained in confinement.

The above rules are to be made public, and have effect from the 27th October 1851.

(Sd.) RAO DESSULJEE.

No. XI.

ENGAGEMENT executed by the JOONAGURH DURBAR, dated 26th May 1873.

We formerly gave an Agreement to Colonel Long, Political Agent, on the 20th of December 1849, that if any vessel of the British Government or of the States of Kattywar were driven into our ports by stress of weather we would collect no sea customs from it.

At that time the Maharaja of Kutch had not given in an Agreement to take no customs from ships from our ports driven by stress of weather into the Kutch ports, and therefore we did not make that concession to him.

But afterwards the Rao Saheb on the 27th of October 1851 gave in certain regulations to Government wherein he agreed not to take customs on vessels from the Kattywar ports driven into the Kutch ports by stress of weather.

Wherefore we hereby agree that we will in future allow to Kutch vessels driven into our ports by stress of weather the same exemption from customs as is granted by His Highness the Rao in the abovenamed regulations.

(Sd.) JHALA GOKULJI,
For His Highness the Nawab.

Similar Agreements executed and signed by

His Highness the Jam Shri Vibbagi of Nawanagar, dated 28th June 1873.

The joint Administrators of Bhaunagar, dated 13th May 1873.

Rana Shri Vikmatji of Porbandar, dated 21st May 1873.

(Sd.) J. B. PEILE,
Acting Political Agent.

NO. XII.

CUTCH AND NAVANAGAR.

EXPORT DUTY ON GOODS WASHED ASHORE.

April 26th, 1884.

The Council of Administration, Cutch, hereby agree that the Cutch State will not in future levy any Export duties on goods which may be washed ashore within Cutch territory, being portion of cargo thrown overboard from vessels sailing from, or belonging to, ports under the jurisdiction of the State of Navanagar in Kathiawar.

This agreement is supplementary to that by His Highness the Rao of Cutch on 8th October 1851. (*Vide* page 32 *ante.*)

(Sd.) A. M. PHILLIPS, *Lieutenant-Colonel,*
Acting Political Agent, Cutch, and President of the Council of Administration.

(Sd.) MANIBHAI J.,
Divan of Cutch and Executive Member of the Council of Administration, Cutch.

(Sd.) JADEJA SHRI VERISALJI,
Jareja Member of the Council of Administration, Cutch.

(Signature illegible),
Mercantile Member of the Council of Administration, Cutch.

MANDVI CUTCH, *26th April 1884.*

No. XIII.

Renewed ENGAGEMENT entered into by the JHAREJA CHIEFS of KUTCH, under date the 23rd March 1840, renouncing FEMALE INFANTICIDE,—1840.

The writing of Jhareja Rahebjee, Chief of Kotara, is this:—In the year of Sumwut 1875 (A. D. 1819) there was a Treaty made between the Durbar of Kutch and the English government. In the 17th Article of that Treaty it was stipulated that we, the Jharejas, would no longer destroy our female children; and in Sumwut 1891 (A. D. 1835) we renewed our engagement to the Durbar on this subject. Now the two governments have no confidence in the fulfilment of our engagements; therefore we have been summoned and required to consider the following arrangement:—

ARTICLE 1.

An accurate account of all the sons and daughters born in the Bhayad shall be rendered yearly to the Durbar according to a set form.

ARTICLE 2.

Whenever a newly-born child is destroyed among the Bhayad the Chief shall give information to the Durbar, within the space of fifteen days, in order that the murderer may be visited with punishment by fine or otherwise. If the Chief conceals any instance of the crime, or neglects to take such measures as are sure to prevent its concealment from himself, and information of its having been committed reaches the Durbar from another quarter, then the Chief himself shall submit to be heavily fined. It therefore behoves the Chief to take good precautions and whenever it is ascertained that the wife of a Jhareja has been pregnant, and the child is stated to have been born prematurely, or to have died naturally, in such case four respectable men shall take cognizance of the facts, and their verdict shall be reported to the Durbar within fifteen days.

ARTICLE 3.

The Durbar will keep the amount of all fines inflicted under the 2nd Article in a separate fund, out of which assistance will be given to any poor man who is marrying his daughter, on a representation of the circumstances being made by the Chief.

ARTICLE 4.

One or two Mehtas from the Durbar will go round the country and when they arrive in any of the villages the Chief will cause accurate lists of all the sons and daughters to be made out for the information of the two governments.

To the above four Articles I do hereby agree, in behalf of myself and my posterity, to every generation.

(Sd.) JHAREJA RAHEBJEE,
Of Kotara.

Dated Bhooj, 23rd March 1840.

A similar engagement was on the same day signed by the undermentioned Chiefs:—

Jhareja Chandabhaee, of Naugercha.
Jhareja Soomrajee, of Terah.
Jhareja Khangarjee, of Roha.
Jhareja Soomrajee, of Mohtara.
Jhareja Gorjée, of Suturee.
Jhareja Kulian Sing, of Airysir.
Jhareja Humeerjee, of Roturee.
Jhareja Momyajee, of Goojoo.
Jhareja Humeerjee, of Sandan.
Jhareja Lukajee, of Assombeea.
Jhareja Assaryajee, of Nureeya.
Jhareja Jeehajee, of Kheroee.
Jhareja Gaeejee, of Furadee.
Jhareja Nathajee, of Bidra.

No. XIV.

TRANSLATION of an ENGAGEMENT entered into by JHAREJA KENGARJEE, of RHOAH, on the 7th May 1846.

Jhareja Kengarjee, of Soomree Rhoah, writes thus:—Because in 1819 the British Government made a Treaty with that of His Highness the Rao, and in the 17th Article it was agreed that infanticide should not be permitted, and to this effect I gave a written agreement; again in A.D. 1833-34, on this account I gave a written paper to the Durbar; but the two Governments not having full faith, again, in 1839-40, took from me a fresh writing; and now to make enquiries the two Sircars have summoned me to Bhooj, when all the above written papers and the written notice sent by Sir J. Malcolm in 1829-30 were all read, and regarding the 2nd Article of the Agreement of 1839-40, I was questioned, when it appeared that it was not altogether fulfilled, whereas I could not make any excuse, I requested pardon, and petitioned that I would take certain measures to see that the following arrangements were duly carried out, *viz.*:—

ARTICLE 1.

A skilful midwife, such as shall be approved of by the Durbar writers I will always entertain as a servant, and she will every two months travel

through all the villages belonging to my clan, and come and inform me of the number of women in labour and the number of months, that she and I may be able to give an account to the Durbar writer when he comes round.

ARTICLE 2.

Whenever a premature birth shall occur this midwife will inform me of it, so that I may keep a correct account of it and of those who are in child labour.

ARTICLE 3.

Thus, as is written above in the 1st Article, the account of women in child labour being kept, after nine months I will cause inquiry to be made, and take great care about it and not neglect it; if after this any neglect should be apparent on my part the two governments may take any measures that will satisfy them.

ARTICLE 4.

I will keep a strict register of all male and female births, with such witnesses and explanations of all deaths caused by disease, etc., as will be satisfactory to the Durbar Agents.

ARTICLE 5.

From the form of the births and deaths of children which the Durbar sends annually for, the two Sircars observe that more deaths from disease occur amongst the females than the male children, and that sufficient care and protection is not afforded to the former, and on this account desire greater cautions; therefore I will take every possible means as above, and by every other way endeavour, so that it may be certain the female infants will be carefully nourished amongst the brethren of my tribe so that it will be apparent to the two governments.

ARTICLE 6.

Should any of the wives of my brethern go abroad or into any other country, or to the homes of their fathers, and there have female infants and put them to death, this will not be on my head. I only answer for what may take place in my country.

Thus having in view as written in the above Articles, together with the former engagements, I will be answerable that great care is taken, so that should any difference exist, and the arrangement not be sufficient, then the two governments are masters, and shall make what arrangements they choose, and such shall be binding on me.

The above in the name of my forefathers I agree to.

(Sd.) JHAREJA KENGARJEE,
Of Sooree Rhoah.

Dated 7th May 1846.

A similar agreement was entered into separately by the undermentioned Jharejas:—

Jhareja Raibjee, of Kottorah.
Jhareja Humeerjee, of Sondhow.
Jhareja Saomrajee, of Teyrah.
Jhareja Madowjee, of Vunnotee.
Jhareja Assoreajee, of Nullia.
Jhareja Gorjee, of Sootree.
Jhareja Humeerjee, of Kotree.
Jhareja Soomrajee, of Mothalle.
Jhareja Sahebjee, of Vinjan.

No. XV.

ENGAGEMENT executed by the CHIEF of the HOTHEE TRIBE for the SUPPRESSION of FEMALE INFANTICIDE—1842.

I, Hothee Koonurjee, of Burra Bundra, write that there was a Treaty made between the English and Kutch Government in the year Sumwut 1875, A.D. 1819, in the 17th Article of which all the Jhareja Bhayad agreed not to destroy their female children; in that agreement the whole of the tribes concurred; therefore the Durbar many times has reiterated its orders, but we from our foolishness did not agree to this; but now Moonshee Gool Mahomed came to our village to make the census, and we would not, according to the custom of the country, allow him to take it. This was on our part a great fault; therefore the Sircar sent on us ten Mohsul sowars, and we went and prayed for pardon of our offence from the two Sircars, and agreed, according to the agreement of all the Jharejas, to keep our children alive according to the four paragraphs written underneath:—

ARTICLE 1.

An accurate account of all the sons and daughters born in the Bhayad shall be rendered yearly to the Durbar, according to a set form.

ARTICLE 2.

Whenever a newly-born child is destroyed among the Bhayad the Chief shall give information to the Durbar within the space of fifteen days, in order that the murderer may be visited with punishment by fine or otherwise. If the Chief conceals any instance of the crime, or neglects to take such measures as are calculated to prevent its concealment from himself, and information of its having been committed reaches the Durbar from another quarter, then the Chief himself shall submit to be heavily fined. It therefore behoves the Chief to take good precautions; and whenever it is ascertained that the

wife of a Jhareja has been pregnant, and the child is stated to have been born prematurely, or to have died naturally, in such case four respectable men shall take cognizance of the facts, and their verdict shall be reported to the Durbar within fifteen days.

ARTICLE 3.

The Durbar will keep the amount of all fines inflicted under the 2nd Article in a separate fund, out of which assistance will be given to any poor man who is marrying his daughter, on a representation of the circumstances being made by the Chief.

ARTICLE 4.

One or two Mehtas from the Durbar will go round the country; and when they arrive in any of the villages the Chief will cause accurate lists of all the sons and daughters to be made out for the information of the two governments.

No. XVI.

THE CUTCH BHAYAD SETTLEMENT OF 1875.

1. His Highness the Rao shall keep a list of the persons entitled to the guarantee. The list will be subject to the approval of Government, and may from time to time be amended by the Rao with the sanction of Government. The guarantee-holders will be divided into five classes.

2. The members of the Jareja Court, who shall be four in number, will be appointed by the Rao; they will be selected from among the members of the Bhayad. His Highness' Divan or Deputy Divan will also be appointed member and will be *ex-officio* President of the Court. Three, including the President, shall form a quorum.

3. Cases of every kind, in which a guarantee-holder is concerned, or to which a Khalsa subject is a party against a resident on a guarantee-holder's estate, or which arise between residents on different estates, shall be decided by the Court. The Court shall also have jurisdiction in other cases arising on the estates of guarantee-holders, subject to the following limitations:—

(1) In criminal matters the original jurisdiction of the Court, in cases arising in 1st class estates, shall be limited to such as involve a sentence of more than seven years' imprisonment, or Koris 6,000* fine.

In cases arising in 2nd, 3rd and 4th class estates, to such as involve a sentence of more than two years or Koris 2,000 fine, three months or Koris 300 fine, and fifteen days' imprisonment, or Koris 50 fine, respectively. The Court shall have jurisdiction in all cases arising in 5th class estates.

* G.R. No. 2488, dated 3rd May 1886.

(2) In civil matters the Court shall have no original jurisdiction in 1st class estates, and in cases arising in 2nd, 3rd and 4th class estates its original jurisdiction is limited to cases where the value of the disputed property exceeds Koris 10,000, Koris 2,000 and Koris 200, respectively.

(3) The penal and civil laws for the guidance of the Court and of the four classes in the exercise of the above powers shall be the same as those for the time being in force for the khalsa portion of the Rao's territory.

(4) Sentences of death, transportation for life and fourteen years' imprisonment to be confirmed by His Highness the Rao.

4. The proceedings of the Court shall be conducted in accordance with the rules to be framed by His Highness the Rao, subject to the approval of Government; these rules shall also contain provisions for the right of the Rao and for the power of the Court to impose mohasals and also for fees.

5. An appeal, subject to the exception hereinafter mentioned, from all decisions of guaranteed zamindars shall lie to the Court, and from all decisions of the Court to His Highness the Rao, with a further appeal to Government, when the party dissatisfied is a guarantee-holder, with respect to cases involving the possession of land and his old right of dues. No appeal, however, shall lie from the decisions of holders of 1st class estates in cases involving a maximum sentence of three months' imprisonment or Koris 200 fine, or of 2nd class estates when the maximum sentence shall be one month's imprisonment or Koris 100 fine. In civil cases no appeal shall lie from decisions of zamindars of 1st class estates, when the value of the property in dispute does not exceed Koris 5,000 or Koris 2,000, in cases arising in estates of the second class, provided that class-holders shall have no final unappealable powers in regard to Mulgirassias residing on their estates, and provided that it shall be within the discretion of His Highness the Rao, with the concurrence of the Political Agent, to call for and, if necessary, quash the proceedings in any case in which it may be shown that injustice has been committed.

6. Boundary disputes wherein a guarantee-holder is a party shall be decided by the Court, with appeal to the Darbar, and a further appeal to Government, if the party dissatisfied is a guarantee-holder; but boundary cases in which the Darbar is a party shall be decided by the Court, with an appeal to Government.

RULES FOR PROCEDURE.

The following Rules for the conduct of business in the Jareja Court of Kutch have been framed by His Highness the Rao and approved by Government, in accordance with Article 4 of the new settlement:—

1. Due notice shall always be given to the members of the Court of the cases to be brought before it, and the President, before deciding any case, shall

ask the opinion of each of the members present, and shall record the same in the proceedings, the decision resting solely with the President. The opinion of all the members of the Court will, in appeal, be duly considered by the Appellate authority, provided that any case may be decided by the President without consulting the other members of the Court if, after due notice, they absent themselves from the sittings of the Court. *

* Government Resolution No. 5113, dated 11th November 1878.

2. Should the near relation or private servant of any Jareja member be concerned in any case, or should the member himself or his rayat be parties to any suit or case before the Court, such member is precluded from sitting in judgment in any such case. The decision of the President on any such case to be final.

3. The following matters of business may be disposed of by the President solely:—

Signature of any writ, order, summons or other judicial process issued, or made in the exercise of the Court's original jurisdiction.

Admission and rejection of plaints.

Applications for extension of time generally.

Applications for arrest and attachment before judgment.

Orders concerning production and admission of documents.

Attachment of property.

Applications for Commission to examine witnesses.

Applications for, or connected with execution of decrees, sales in execution, etc.

Applications for leave to sue in *formâ pauperis*.

Applications for orders of reference or arbitration.

Applications regarding the conduct of suits.

Applications for management of property.

Inquiries as to the fitness of persons to act as trustees, receivers, etc.

Inquiries as to sufficiency of bail.

Preliminary investigation and committal of persons for offences committed.

Applications for registration of appeals.

Applications for refund of money paid into Court.

Applications for review of judgment.

Power to transfer any case. (Rule 4.)

The President may, however, refer any of the above matters to the Court.

4. It shall be competent for the Jareja Court to authorise, either by general or particular orders, any Nyayadhish, appointed or to be appointed

by the Darbar, to take up and dispose of cases reserved by the Settlement to itself arising on 3rd, 4th, and 5th class estates, provided that they are not beyond the powers conferred on such Nyayadhish under the law for the time being in force, and provided also that no Nyayadhish shall directly take up and dispose of any case in which a guarantee-holder is personally concerned. An appeal shall lie to the Jareja Court against all decisions of Nyayadhishes in cases taken up by them in virtue of the above authority. The Court shall have power to withdraw any case from any Nyayadhish, and try it itself, or refer it for trial to any other Nyayadhish having jurisdiction of the alleged offence, and also to call for and revise the proceedings of any Nyayadhish either of its own motion or on the application of any of the parties concerned. The authority delegated by the Jareja Court to any Nyayadhish shall be subject to revision or revocation from time to time, at the discretion of the Court.

5. An institution fee, at the rates mentioned in the schedule hereto annexed, shall be levied on all suits tried before the Court, save in the matter of Political cases, which latter shall comprise boundary cases, "Hookoomut" cases and "Venchun" cases.

6. The Court shall have power to impose mohasals on any person in the matter of disobedience of its orders. Mohasali orders shall be in accordance with custom, and no mohasal shall exceed Koris 5 or Re. 1-5-1 per diem, to be computed from the day of issue to the date of return. The following distance per diem to be allowed for mohasals:—

Foot—8 kos.

Horse—12 kos.

7. In the event of the non-payment of any mohasal imposed the Court shall recover the mohasal in the same manner as in the execution of a decree. The right to pardon mohasals His Highness the Rao reserves to himself.

8. For sufficient reason more than one mohasal may be imposed on any person by the Court.

9. The rights of His Highness the Rao to mohasal shall be restricted to His Highness's right as "Suzerain," and shall be, in the case of any guarantee-holder, solely in execution of any legitimate order of His Highness as such.

10. The execution of the Court's processes, decrees, orders, etc., shall be arranged through the medium of the Court's own officials in Darbari and Bhayadi territory. His Highness the Rao, as well as class-holders, shall co-operate in aiding the Court's officials in this matter, and no obstruction shall be raised in any case in which the Court has legitimate jurisdiction.

11. The Court shall furnish such returns as may be called for by His Highness the Rao, and it is incumbent on the Courts in guaranteed estates likewise, to furnish such returns as may be demanded of them by the Jareja Court, for submission to higher authority.

12. All persons who shall apply may be admitted to practice as Vakils of the Court, provided that they obtain and hold a "Sanad" from the Court to practise as such. The issue of "Sanads" shall be subject to rules that may, from time to time, be framed by the Court for the examination and registration of Vakils.

13. Any person authorized and wishing to appeal to the Court must file the petition of appeal within 60 days from the date of the decision appealed against, a true copy of which must accompany the petition.

14. The expenses for witnesses shall be regulated by the rules in the Kutch Code.

No. XVII.

PROCLAMATION issued by the RAO of KUTCH abolishing the IMPORTATION of SLAVES into KUTCH —1836.

Be it known to the principal merchants of Mandvee, and every other merchant as well as trader in Kutch, whether belonging to it or only trading thereto, to all navigators of vessels, to the inhabitants of Kutch generally, that if any slaves, Negroes or Abyssinians, shall be brought for sale to any seaport in Kutch after the middle of July next, the vessel conveying them shall be confiscated, and its cargo shall become the property of this Government (Darbar). No petition for its restoration shall be listened to; and further, the offenders shall be brought to condign punishment, whether they belong to Kutch or another country. There will be no departure from the resolution. A vessel which brings slaves shall be seized, and summary punishment inflicted on those who navigate her.

The British Government have made arrangements to suppress the trade in slaves throughout the adjacent countries, and it has instructed the officers commanding its ships to seize and retain all vessels bringing slaves. I therefore strictly prohibit, after the date before mentioned, any more slaves being brought to this country; let all my subjects discontinue this custom, and take heed of this Proclamation, and look to their interests and welfare by attending to it.

No. XVIII.

PROCLAMATION by HIS HIGHNESS the RAO of KUTCH to his SUBJECTS—1869.

Seal.

MAHARAJA DHIRAJ MIRZA MAHA RAO SHREE PRAGMULJEE BAHADOOR, to the population of KUTCH generally.

To wit—That for the security of those among you who, for the purposes

of trade, etc., permanently reside in, or come and go to and from, the country of Zanzibar, I have, at the suggestion of Government, given notice in a yad under date the *Kartuk Sood 1st, Sumvut* 1922, through the Political Agent, to the exalted Government, that the claims and disputes with any other persons of those of you who permanently reside in, or frequent for the purposes of trade, the ports of Muscat and other places in Africa and Arabia and the Persian Gulf, and in other countries where my subjects may reside, should be settled by the British Government in the same way as if you were its own subjects, consequent on the Treaties concluded with Government.

You formerly carried on trade in slaves. But this traffic having been forbidden by the will of Government a Proclamation to the effect that if any slaves, Negroes or Abyssinians, shall be brought (to Kutch) by any one for sale, the vessel conveying them with its cargo will be confiscated, was issued by my late father, under date the *Maha, vide 5th Sumvut* 1892. Notwithstanding this I am now informed through Major Shortt, the Political Agent at this place, by the Political Agent at Zanzibar, at the direction of Government, that the subjects of Kutch residing at Zanzibar are now engaged in the slave trade. From this it appears that you have not yet abandoned this trade. It is therefore hereby ordered that if you persist in the traffic in slaves the Government will, by virtue of my aforesaid permission treating you (who reside at Zanzibar) as its own subjects, liberate all slaves from your possession, and will not, however large the number of slaves so liberated, award any compensation whatever, nor entertain any claim in regard thereto ; and besides, the perpetrators will be punished there according to the law there prevailing, and you will also be considered as criminals, liable to punishment here (in my domain). Note this well, and take warning.

Given in His Highness's presence this 13th day of the 1st Vaisak Sood Sumvut 1925 of the Vikram era, corresponding with 24th April 1869.

No. XIX.

TRANSLATION of a PROCLAMATION, dated 16th December 1872, issued by HIS HIGHNESS the RAO of KUTCH to his subjects in ZANZIBAR.

Maharajah Dhiraj Mirza Maharao Shree Pragmuljee Bahadoor, to all the Kutch subjects residing at Zanzibar. To wit, that it has come to our knowledge that you carry on at Zanzibar the trade of buying and selling in slaves. This is a most horrible thing, and by the desire of the Honourable Government to put a stop to the practice, we as well as our revered father have before this time issued Proclamations. Notwithstanding these you have not abandoned this horrible trade, which is very bad on your part. You are therefore, hereby commanded not to persist in this trade at all events, and if you are practising it to abandon it at once on receipt of this command. He

who in spite of this shall follow this trade, or in any way abet or assist in the same, shall be punished severely by the Honourable British Government, considering him to be their own subject, by virtue of the power given them for the purpose, and this Durbar will confiscate all his property situated in Kutch. Therefore take strict warning. Given in His Highness's presence this Monday, the 1st Magsur Vud, Sumbut 1929 of the Vikram era, corresponding with 16th December 1872.

A similar Proclamation was issued to his subjects at Muscat.

No. XX.

ADOPTION SUNNUD granted to the RAO OF KUTCH.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements, which record its obligation to the British Government.

FORT WILLIAM;
The 11th March 1862.

(Sd.) CANNING.

No. XXI.

SALT AGREEMENT WITH THE RAO OF CUTCH.

January 16th, 1885.

AGREEMENT between LIEUTENANT-COLONEL GEORGE RISTO GOODFELLOW, POLITICAL AGENT, CUTCH, acting under the AUTHORITY of the GOVERNOR in COUNCIL of BOMBAY, and HIS HIGHNESS MAHARAJA DHIRAJ MIRZA MAHA RAO SHRI KHENGARJI BAHADUR, RAO of CUTCH, for the REGULATION of the MANUFACTURE of, and TRADE in, salt in the Cutch State.

His Highness the Rao agrees on behalf of himself, his heirs and successors as follows:—

1. That the Darbar of Cutch shall adopt effectual means to prevent the exportation from Cutch, either by sea or by land, of salt manufactured or spontaneously produced in the State to any part of British India or of any foreign European Settlement in India.

2. That the Darbar of Cutch shall exercise an efficient control over the manufacture of salt and the collection of natural salt within Cutch territory.

3. That the Darbar of Cutch shall make careful arrangements to watch the land and sea frontiers of Cutch with a view to prevent exportation of salt from any part of Cutch to any part of British India, or of any Indian Native State, or of any foreign European Settlement in India.

4. That the Darbar of Cutch shall, by public notification, prohibit, under pain of severe penalty, the exportation of salt from Cutch either by sea or by land to any part of British India, or of a Native Indian State, or of any foreign European Settlement in India.

5. That the Darbar of Cutch shall so regulate the export of salt from Cutch to foreign ports outside of India, and shall place such export under such safeguards and checks as to prevent any salt so exported from finding its way into any part of British India, or of any Native Indian State, or of any foreign European Settlement in India.

6. That the Darbar of Cutch shall not permit any salt to be exported from Cutch to any foreign port outside of India unless the vessel containing it is bound direct for that port.

7. That no vessel bound from Cutch to any port situated in British India, or a Native Indian State, or any foreign European Settlement in India, shall be permitted to carry salt as its sole cargo or as part of its cargo.

8. That the Darbar of Cutch shall bind the owner or Captain of any vessel carrying salt for exportation from Cutch to any foreign port outside of India not to touch on the voyage at any port in British India, or in a Native Indian State, or in a foreign European Settlement in India, unless driven thereto by stress of weather, and in case he is so driven to any such port to give the earliest intimation of arrival to any British or Native Officer residing at the port, and not to land any part of the salt contained in the vessel at such port.

The Governor in Council of Bombay agrees that so long as the Darbar of Cutch fulfils the conditions aforesaid, the system and rules established in Cutch in one thousand eight hundred and eighty and now in force with regard to salt shall be and remain in abeyance.

And His Highness the Rao agrees on behalf of himself, his heirs and successors, that if at any time the Darbar of Cutch fails to fulfil the said conditions the British Government shall be at liberty to reintroduce the said system and rules of one thousand eight hundred and eighty.

(Sd.) G. R. GOODFELLOW, *Colonel,*
Political Agent, Cutch.

(Sd.) RAO KHENGARJI.

His Excellency's Seal

(Sd.) DUFFERIN,
Viceroy and Governor-General of India.

Dated at Bhuj, the 16th January 1885.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Fort William on the thirteenth day of February A.D. one thousand eight hundred and eight-five.

(Sd.) H. M. DURAND,
Officiating Secretary to the Government of India,
Foreign Department.

Fort William, the 13th February 1885.

No. XXII.

AGREEMENT with His HIGHNESS the RAO of KUTCH for the construction of a TELEGRAPH LINE from the EASTERN BOUNDARY of the STATE to MANDVI—1890.

Whereas the State of Kutch is desirous of having a line of telegraph constructed from the Eastern frontier of the territory of His Highness the Rao of Kutch to Mandvi, a town on the Gulf of Kutch to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Kutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji, Sawai Bahadur, G.C.I.E., Rao of Kutch, on behalf of himself and his successors :—

1.

The British Government agrees to construct for the Kutch State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between the Eastern frontier of Kutch and Mandvi, through Bhuj, at a cost of one lakh and eleven thousand rupees (1,11,000) more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

2.

The line so constructed shall be called the Kutch Branch Telegraph line.

3.

With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Kutch State on

terms and conditions to be agreed upon at the time between the Kutch State and the Government of India.

4.

The Kutch Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up the value of the materials of which it is composed shall be refunded to the Kutch State, less the cost of dismantling and returning them into store.

5.

The State of Kutch shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure, and also Rupees 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between the Eastern frontier of Kutch and Mandvi. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Kutch.

6.

The entire receipts at the Telegraph Offices at Ardesar, Anjar, Bhuj and Mandvi, and at any other office within the territory of His Highness the Rao of Kutch on the Kutch Branch Telegraph extension, shall be credited annually to the Kutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Kutch State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Kutch State; if the cost exceeds the receipts the difference shall be paid by the Kutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid, on Inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

7.

The accounts of the Kutch Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Kutch, and the charges and balance shall be adjusted without delay.

8.

The Kutch State shall provide free of rent such accommodation for the offices that may be opened on the Kutch Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9.

The State of Kutch agrees to apply to the Kutch Branch Telegraph

line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

10.

The State of Kutch agrees to apply to the Kutch Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Kutch State with accurate translations of such Acts, Rules and Regulations.

11.

The State of Kutch agrees that the Kutch Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Dated at Bhuj this fifth day of November one thousand eight hundred and ninety.

(Sd.) RAO KHENGARJI,
Rao of Kutch.

Witness.
(Sd.) MOTILAL LALBHAI.

(Sd.) W. A. SALMON,
Political Agent, Kutch.

Witness.
(Sd.) M. V. DESA,
Head Accountant, Kutch Agency.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

FOREIGN DEPARTMENT,
FORT WILLIAM;
The 18th December 1890.

(Sd.) W. J. CUNINGHAM,
Officiating Secretary to the Government of India.

No. XXIII.

AGREEMENT with HIS HIGHNESS the RAO of KUTCH for the construction of a Telegraph Line from MANDVI to MANDRA —1894.

Whereas the State of Kutch is desirous of having a line of telegraph constructed from Mandvi, a town on the Gulf of Kutch, to Mandra, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Kutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Maharaja Dhiraj, Mirza Maharao, Sir Shri Khengarji Sawai Bahadur, G.C.I.E., Rao of Kutch, on behalf of himself and his successors:—

I. The British Government agrees to construct for the Kutch State a line of telegraph consisting of one wire to be carried on suitable

supports to be erected between Mandvi and Mandra at a cost of Rupees thirteen thousand five hundred, more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II. The line so constructed shall be called the Mandra Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Kutch State on terms and conditions to be agreed upon at the time between the Kutch State and the Government of India.

IV. The Mandra Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up, the value of the materials of which it is composed shall be refunded to the Kutch State, less the cost of dismantling and returning them into store.

V. The State of Kutch shall pay annually to the British Government to cover the cost of repairs and maintenance, a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also ₹5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Mandvi and Mandra. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Kutch.

VI. The entire receipts at the Telegraph Office at Mandra and at any other office within the territory of His Highness the Rao of Kutch on the Mandra Branch Telegraph extension shall be credited annually to the Kutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Kutch State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Kutch State; if the cost exceeds the receipts, the difference shall be paid by the Kutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages, and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Mandra Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Kutch and the charges and balance shall be adjusted without delay.

VIII. The Kutch State shall provide free of rent such accommodation for the offices that may be opened on the Mandra Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Kutch agrees to apply to the Mandra Branch Telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X. The State of Kutch agrees to apply to the Mandra Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Kutch State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Kutch agrees that the Mandra Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Dated at Bhuj this twelfth day of June one thousand eight hundred and ninety-four.

Witnesses—

(Sd.) MOTILAL LALBHAI, *Dewan of Kutch.*

(Sd.) RAO KHENGARJI, *Rao of Kutch.*

(Sd.) PALLONJI BAZONJI, *Superintendent, Kutch Agency Office.*

(Sd.) E. V. STACE, *Acting Political Agent, Kutch.*

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA; *The 2nd August 1894.*

(Sd.) W. J. CUNINGHAM, *Secretary to the Government of India, Foreign Department.*

No. XXIV.

AGREEMENT with HIS HIGHNESS the RAO of CUTCH for the construction of a Telegraph Line from the ANJAR-LAKADIA line to BACHAO—1895.

Whereas the State of Cutch is desirous of having a line of telegraph constructed from the nearest suitable point on the telegraph line Anjar to Lakadia, to Bachao, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Cutch, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji Sawai Bahadur, G.C.I.E., Rao of Cutch, on behalf of himself and his successors :—

I.—The British Government agrees to construct for the Cutch State a loop line of telegraph consisting of two wires to be carried on suitable supports to be erected between the nearest suitable point on the telegraph line Anjar to Lakadia and Bachao, at

a cost of rupees four hundred and sixty, more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II.—The line so constructed shall be called the Bachao Branch telegraph line.

III.—With the consent of the Governor-General in Council, extra wires may at any time be added by the Telegraph Department for the Cutch State on terms and conditions to be agreed upon at the time between the Cutch State and the Government of India.

IV.—The Bachao Branch telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up, the value of the materials of which it is composed shall be refunded to the Cutch State, less the cost of dismantling and returning them into store.

V.—The State of Cutch shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure and also ₹5 per mile of line to cover cost of line establishment and minor charges of the telegraph between the nearest suitable point on the telegraph line Anjar to Lakadia and Bachao. These rates may be changed at any time hereafter after one year's notice has been given to the State of Cutch.

VI.—The entire receipts at the telegraph office at Bachao and at any other office within the territory of His Highness the Rao of Cutch on the Bachao Branch telegraph extension shall be credited annually to the Cutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Cutch State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Cutch State; if the cost exceeds the receipts, the difference shall be paid by the Cutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII.—The accounts of the Bachao Branch telegraph line and of the offices maintained on it shall be rendered yearly to the State of Cutch, and the charges and balance shall be adjusted without delay.

VIII.—The Cutch State shall provide free of rent such accommodation for the offices that may be opened on the Bachao Branch telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX.—The State of Cutch agrees to apply to the Bachao Branch telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X.—The State of Cutch agrees to apply to the Bachao Branch telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Cutch State with accurate translations of such Acts, Rules and Regulations.

XI.—The State of Cutch agrees that the Bachao Branch telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Dated at Bhuj this eighth day of April, one thousand eight hundred and ninety-five.

(Sd.) RAO KHENGARJI.

(Sd.) E. V. STACE, *Lieutenant-Colonel, Political Agent, Cutch.*

Witnesses

(Sd.) MOTILAL LALBHAI, *Dewan of Cutch.*

(Sd.) PALLONJI BEZONJI, *Superintendent, Cutch Agency Office.*

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA; *The 23rd May 1895.*

(Sd.) W. J. CUNINGHAM, *Secretary to the Government of India, Foreign Department.*

No. XXV.

AGREEMENT with HIS HIGHNESS the RAO of CUTCH for the construction of a Telegraph Line from MANDVI to NALLIA—1895-1896.

Whereas the State of Cutch is desirous of having a line of telegraph constructed from Mandvi, a town on the Gulf of Cutch, to Nallia through Kothara to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Political Agent, Cutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf and by HIS HIGHNESS THE MAHARAJA DHIRAJ MIRZA MAHARAO SIR SHRI KHENGARJI SAWAI BAHADUR, G.C.I.E., Rao of Cutch, on behalf of himself and his successors:—

I. The British Government agrees to construct for the Cutch State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Mandvi and Nallia through Kothara at a cost of ₹44,600 more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II. The line so constructed shall be called the Nallia Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Cutch State on terms and conditions to be agreed upon at the time between the Cutch State and the Government of India.

IV. The Nallia Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. It shall not be dismantled without the consent of the Government of British India. But should it at any time be given up, the value of the materials of which it is composed shall be refunded to the Cutch State less the cost of dismantling and returning them into store.

V. The State of Cutch shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure and also ₹5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Mandvi and Nallia through Kothara. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Cutch.

VI. The entire receipts at the Telegraph Offices at Nallia and Kothara and at any other office within the territory of His Highness the Rao of Cutch on the Nallia Branch Telegraph extension, shall be credited annually to the Cutch State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Cutch State. If the receipts exceed the cost of the offices, together with the charges under Article V, the surplus shall be paid by the British Government to the Cutch State; if

the cost exceeds the receipts, the difference shall be paid by the Cutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Nallia Branch Telegraph line and of offices maintained on it shall be rendered yearly to the State of Cutch, and the charges and balance shall be adjusted without delay.

VIII. The Cutch State shall provide free of rent such accommodation for the offices that may be opened on the Nallia Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Cutch agrees to apply to the Nallia Branch Telegraph line the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X. The State of Cutch agrees to apply to the Nallia Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Cutch State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Cutch agrees that the Nallia Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

E. V. STACE, *Lieut.-Col.*,
Political Agent, Cutch.

The 17th December 1895.

RAO KHENGARJI.

Witnesses:
MOTILAL LALBHAI,
Dewan of Cutch.
PALLONJI BEZONJI,
Supdt., Cutch Agency Office.

Approved and confirmed by the Government of India.

By order,
W. J. CUNINGHAM,
Secy. to the Govt. of India in the Foreign Dept.

FORT WILLIAM;
The 10th February 1896.

No. XXVI.

AGREEMENT with HIS HIGHNESS the RAO of CUTCH for the construction of a Telegraph Line from NALLIA to TERA and JAKHAU—1900.

Whereas the State of Cutch is desirous of having a line of telegraph constructed from Nallia to Tera and Jakhau, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent, Cutch, on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness the Maharaja Dhiraj Mirza Maharao Sir Shri Khengarji Sawai Bahadur, G.C.I.E., Rao of Cutch, on behalf of himself and his successors :—

I.—The British Government agrees to construct for the Cutch State lines of telegraph, consisting of one wire to be carried on suitable supports to be erected between Nallia and Tera, and two wires between Nallia and Jakhau, at a cost of Rupees seven thousand and eight hundred more or less, and the State agrees to pay to the British Government the cost of the line as the money may be required.

II.—The lines so constructed shall be called the Tera and Jakhau Branch Telegraph lines.

III.—With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Cutch State on terms and conditions to be agreed upon at the time between the Cutch State and the Government of India.

IV.—The Tera and Jakhau Branch Telegraph extensions shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph or Postal Departments of the Government of India. They shall not be dismantled without the consent of the Government of British India. But should they at any time be given up, the value of the materials of which they are composed shall be refunded to the Cutch State, less the cost of dismantling and returning them into store.

V.—The State of Cutch shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the captial expenditure and also ₹5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Nallia and Tera, and Nallia and Jakhau. These rates may be changed at any time hereafter, after one year's notice has been given to the State of Cutch.

VI —The entire receipts at the Telegraph Offices at Tera and Jakhau, and at any other office within the territory of His Highness the Rao of Cutch on the Tera and Jakhau Branch Telegraph extensions, shall be credited annually to the Cutch State, and the

actual cost incurred in keeping open and working the said offices shall be debited annually to the Cutch State. If the receipts exceed the cost of the offices, together with the charges under Article V, the surplus shall be paid by the British Government to the Cutch State; if the cost exceeds the receipts, the difference shall be paid by the Cutch State to the British Government. By "receipts" is to be understood the value of the fees levied at the offices aforesaid, on Inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

VII.—The accounts of the Tera and Jakhau Branch Telegraph lines and of offices maintained on them shall be rendered yearly to the State of Cutch, and the charges and balance shall be adjusted without delay.

VIII.—The Cutch State shall provide free of rent such accommodation for the offices that may be opened on the Tera and Jakhau Branch Telegraph lines as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX.—The State of Cutch agrees to apply to the Tera and Jakhau Branch Telegraph lines the provisions of the British Telegraph Act, XIII of 1885, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

X.—The State of Cutch agrees to apply to the Tera and Jakhau Branch Telegraph lines any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Cutch State with accurate translations of such Acts, Rules and Regulations.

XI.—The State of Cutch agrees that the Tera and Jakhau Branch Telegraph lines shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

Witnesses:

MOTILAL LALBHAI,
Dewan of Cutch.

RAO KHENGARJI,
Rao of Cutch.

PALLONJI BEZONJI,
Supdt., Cutch Agency Office.

G. E. HYDE-CATES, *Major,*
Political Agent, Cutch.

Approved and confirmed by the Government of India.

SIMLA;
The 25th April 1900.

W. J. CUNINGHAM,
Secretary to the Government of India in the Foreign Department.

II.—CAMBAY.

The founder of the ruling family in Cambay was Mirza Jafar Nizam-i-Sani, better known as Momin Khan, the last but one of the Muhammadan Governors of Gujarat. While he held the office of governor his son-in-law, Nizam Khan, had charge of Cambay. Momin Khan died in 1742. His son, Muftakhar Khan or Nur-ud-din, who had made an unsuccessful effort to succeed his father in the government of Gujarat, went to Cambay to collect forces to assert his cause, and there basely compassed the death of Nizam Khan and assumed the government of Cambay, which he held till his death on the 22nd January 1784. His rule was marked both by the blackest crimes and cruelties and by his brave resistance and diplomatic evasion of the encroachments of the Marathas. In the partition of Gujarat between the Peshwa and the Gaekwar in 1752 Cambay fell to the Peshwa's share, but the dues which he claimed from it were never regularly paid, and Nur-ud-din even levied exactions from the Peshwa's districts of Gogha, Dhandhuka, and Kathiawar, captured Ahmadabad, and for some time held it against the Maratha forces. When the British Government had, in 1771, reduced the piratical Kolis of Talaja, the fort of Talaja was made over in that year (No. XXVII) to the Nawab of Cambay in consideration of a payment of Rs. 75,000. Two years afterwards, however, the fort was, at the Nawab's own request, transferred to the Chief of Bhaunagar,* by whom the sum of Rs. 75,000 was paid, and whom the Nawab had bound himself in 1771 (No. XXVIII) not to molest. Nur-ud-din was succeeded by his son-in-law, Muhammad Kuli. His claim was disputed by Mirza Jani, the illegitimate son of Nur-ud-din, but after a severe struggle he succeeded in expelling his opponent and establishing his own power. He ruled for six years, and was succeeded, on the 7th February 1790, by his son, Fateh Ali.

With the exception of the adjustment of some disputes with the Gaekwar, the British Government has interfered but little in the affairs of Cambay. Under the Treaty of Bassein, † in 1802, the chauth, or fourth share of the revenue of Cambay, and all the Peshwa's rights in Cambay were ceded by him to the British Government. The chauth had been originally granted to the Gaekwar in 1736, in consideration of assistance he rendered to the Nawab in capturing Ahmadabad, and had fallen to the Peshwa's share in the partition of Gujarat. After the cession of the chauth

* See Kathiawar Agency, Vol. VI.
† See The Peshwa, Vol. VI.

to the British Government it was, at the Nawab's request, farmed to him (No. XXIX). The agreement was not renewed on the expiration of the farm in 1807. The chauth, however, constitutes the tribute which the Nawab now pays to the British Government.

Nawab Fateh Ali died on the 28th October 1823, and was succeeded by his brother, Bande Ali Khan. He died in 1841, and was succeeded by his nephew, Husain Yawar Khan, in whose favour the brother of Fateh Ali resigned his claims.

Under the treaty of Bassein the British Government succeeded to the chauth or tribute payable by the Nawab of Cambay to the Peshwa's Government. The principal item of this tribute consisted of a nominal half share in the sea and land customs, deducting the expenses of collection. In February 1853 the British Government relinquished its share of the land customs in consideration of the introduction of the excise duty on salt into Cambay territory, but the Nawab retained his share in the land customs, although he was admitted to a half share in the new excise duty. He was, however, asked to revise the highly complicated and onerous tariff of sea customs then in force at Cambay, by which every article of trade was subjected to pay duty under many distinct heads, the duty varying on several articles, and being different according to the port to or from which the vessel was bound, or according to the caste of the trader interested. Although this tariff was highly injurious to trade, some time elapsed before the Nawab of Cambay consented to introduce reforms. Eventually a committee, composed of two high Native officials of the British Government and some officers on the part of the Nawab, was appointed to settle the matter. The principle on which the committee proceeded was to substitute a fixed percentage duty for the multifarious exactions of the Nawab in the shape of sea and land customs. The nature of the arrangements finally made will be gathered from the Agreement (No. XXX) concluded with the Nawab. Revised * arrangements were subsequently sanctioned for carrying out the distinction made as regards the treatment in British Indian ports of goods arriving from, or destined for, Cambay being the manufacture or produce of that city or intended for its consumption, and goods which might only pass the town of Cambay in transit.† The British Government consented to forego the annual payment of Rs. 748-5-2

* See page 69.

† The result of these arrangements is that goods, the produce or manufacture of the town of Cambay, when exported by sea, are subject to a duty of 5 (*a*) per cent., and on import at any British ports to the import duties leviable on foreign goods under Bombay Act I of 1852.

(*a*) See pages 69—71.

made by the Nawab on account of the Golana and Galiana Nakas, as by these arrangements all trade passing through them became free. By a further Agreement (No. XXXI), which came into effect from the 1st April 1884, the arrangements made in 1856 were cancelled, and the Nawab adopted the British customs tariff and system, the Imperial Government abandoning all claims for chauth and all interference with the collections: liberty was, however, reserved to resume direct control if the Nawab's management proved unsatisfactory.

The Nawab received a Sanad in 1862 (No. XXXII) guaranteeing any succession to his State that might be legitimate according to Muhammadan law. On his death, in April 1880, he was succeeded by his eldest son, Jafar Ali Khan, the present Nawab, who was born on the 26th August 1848.

In 1881 the Nawab executed an Engagement (No. XXXIII), by which he undertook to prohibit the cultivation of the poppy and the manufacture of opium in his State. A further Agreement (No. XXXIV), regarding the manufacture, consumption, and sale of opium in Cambay territory, was concluded in 1897.

In 1881 an Agreement (No. XXXV), was concluded, which provided that, in consideration of an annual payment of Rs. 40,000, the salt-works in Cambay should be permanently closed, and measures should be taken to prevent the manufacture, collection, importation or exportation of illicit salt.

In a letter (No. XXXVI) addressed to the Political Agent, dated the 25th February 1888, the Nawab undertook to remove all restrictions on free trade in his State.

By an Agreement (No. XXXVII), dated the 18th August 1889, signed by the Nawab, and approved and confirmed by His Excellency the Viceroy and Governor-General, the abkari revenue of Cambay was leased to the British Government for a period of ten years from the 1st January 1888, on payment to the Nawab of a compensation of Rs. 35,000 annually in monthly instalments. The agreement was renewed in 1897 for five years; and from the 1st August 1904 a new Agreement (No. XXXVIII), renewable at the conclusion of ten years with the mutual consent of both parties, came into force, under which the Nawab agreed to assimilate his system of abkari administration to that of British districts.

In September 1890 the Nawab was obliged to leave his capital in consequence of the occupation of Cambay by a riotous mob; and he appealed to the British Government for aid to restore order. The Political Agent, with a company of sepoys, proceeded to Cambay, and, as the rioters refused to disperse, and even routed the Cambay police who were sent

against them, it was necessary to employ the troops. Several lives were lost, and after order was restored a minute inquiry was instituted, which disclosed a state of bankruptcy and general misgovernment. A special officer was sent to advise the Nawab, and the administration was put under his control with the consent of the Chief. The late Diwan, Shamrao N. Laud, was declared ineligible for service in Cambay, and the whole administration was reformed. In 1894 the special officer, was withdrawn, and the conduct of the administration restored to the Nawab, who in a letter, dated the 25th April 1894, undertook, on behalf of himself, his heirs and successors, to abide by certain conditions (No. XXXIX).

In 1901, at the suggestion of the Cambay Darbar, the Government of India undertook the conversion of the Cambay silver currency into British currency on condition that the Cambay mint should be closed for 50 years and then only re-opened with the consent of the Government of India. The conversion was at the rate of 100 British Rupees for every 129 Cambay Rupees.

In 1902 the Cambay Darbar entered into an agreement with the Bombay, Baroda and Central India Railway Company, having effect from the 20th June 1901, for the working of the Tarapur-Cambay section of the Cambay-Petlad railway.

The Nawab in 1903 agreed to prohibit the cultivation of hemp in his State and leased his hemp drug revenue to the British Government up to the 31st July 1904. As on that date the abkari management reverted to the State, the Nawab was also permitted to retain the management of hemp drugs on certain conditions.

The Nawab has first class jurisdiction, having power to try for capital offences any persons except British subjects. Cambay is under the political supervision of the Collector of Kaira.

The area of Cambay is about 350 square miles; population, by the census of 1901, 75,225; and gross revenue, Rs. 4,35,798.

Its military force consists (1905) of 12 unserviceable guns, and 33 armed police.

The State is liable to the nazarana rules.

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's order in Council, dated the 26th June 1867.

No. XXVII.

TRANSLATION of the TREATY entered with NAWAB MOMUN KHAN, GOVERNOR of CAMBAY, for the SALE of the FORT of TARRAJAH, with its AMMUNITION and DEPENDENCIES—1771.

ARTICLE 1.

That in consideration of the Honourable Company selling and making over to him and his heirs the fort of Tarrajah, its dependencies and ammunition, the same as when taken from the Koolies, he, the Nawab, agrees to pay them (the Honourable Company) the sum of Rupees seventy-five thousand (75,000) in the term of five years, at five yearly equal payments of Rupees fifteen thousand (15,000) each; the first payment of Rupees fifteen thousand (15,000) to be made twenty days after the Nawab's forces have got possession of Tarrajah fort, and the remainder to be paid punctually by the Nawab on the very same day of every year after as the first payment was made, until the whole sum of Rupees seventy-five thousand (75,000) is received.

ARTICLE 2.

As the Honourable Company have been pleased to show their great regard and favour to him (the Nawab) in giving him the fort of Tarrajah, he most solemnly declares he will on no account enter into any terms or friendship with the Koolies, or assist them by either sea or land, or suffer their boats to enter any territories belonging to him, or he himself fit or equip any piratical boats, and look upon any enemies of the Honourable Company as his enemy also, but will distress such as much as possible; neither will he, on any account whatsoever, deliver the fort of Tarrajah, or any part of the country to either the Koolies or any other country power whatsoever, without the consent of the Honourable Company first had and obtained.

ARTICLE 3.

That should the Honourable Company at any time hereafter have occasion to act against the Koolies of the other districts, the Nawab very willingly agrees to let the Honourable Company have the use of the fort of Tarrajah, and its dependencies for the use of their troops whilst they may be there, and order his people to assist them with whatever they may want, provided they do no damage to the fort or its pergunnah, which in such case is to be made good by the Honourable Company.

ARTICLE 4.

Should any power whatsoever attack or disturb him (the Nawab) in his fort of Tarrajah and its dependencies, he requests the assistance of the Honourable Company to keep him at possession, as he must now look upon

himself as one of their servants; and any charges sustained by the Honourable Company by such their assistance, he, the Nawab, most readily agrees to defray as soon as he conveniently can; and should the Honourable Company have occasion for his troops, he, the Nawab, is very ready to follow their orders with such a number of forces as they may require; and the Honourable Company is to pay such expense as may be incurred on that account as soon as may be convenient to them.

ARTICLE 5.

He requests the Honourable Company will send him a proper convoy for conveying his troops to the Kooly coast, and that a sufficient force may meet them on the shore to escort them to and deliver them the fort of Tarrajah; and he requests the Honourable Company will supply him with thirty (30) barrels of gunpowder, and fifty (50) maunds of lead, for the use of Tarrajah fort, which he, the Nawab, agrees to pay for.

ARTICLE 6.

He promises and agrees to make the first payment by the time above mentioned unto Mr. John Torlesse by transfer upon the shroffs, and for the remainder four payments he makes over the revenue of the Mocawt and Cosbaw; and should it please God to distress the said revenue by want of rain, enemies, or the like he (the Nawab) then agrees and promises to make the same good himself.

Approved by the Government of Bombay on 23rd April 1771.

XXVIII.

TRANSLATION of a WRITING from the NAWAB of CAMBAY— . . . 1771.

L. S.

AGREEMENT between the HONOURABLE ENGLISH EAST INDIA COMPANY and MOMUN KHAN, NAWAB of CAMBAY.

Agreeable to what I have been requested by Mr. John Torlesse, Resident at Cambay, I now do promise that should Gogo at any time again fall into my hands, and the Honourable English Company be desirous of having a factory there, I will grant it to them, and on no account whatsoever suffer any other European nation to settle there; also from the long friendship subsisting between the Honourable English Company and me, I have hearkened to the recommendation they have been pleased to give to Eckarajee and Gopaljee Servia. I will on no pretence whatever meddle with or trouble

the ancient possessions of Eckarajee, the son of the late Bowsung, nor the town or fort of Bhownagur, and take no more than what has always been usual for the possessor of the Bunder of Gogo to take, and what I took when I was in possession thereof, and no more will I demand. And with respect to Gopaljee Servia, I will give neither molestation; but I do request that after this agreement, the Honourable Company will not recommend any more persons of that country to me. And by the help of God, I and my heirs will stand to all agreements hitherto entered into between us.

Written with my own hand this 12th day of the moon Rujjub, year 1185, or 22nd October 1771.

No. XXIX.

TRANSLATION of an ENGAGEMENT executed to the HONOURABLE COMPANY by JWALLANATH SAHEB ROY in behalf of his master NIZAMOOD DOWLA, MAMTAZOOLMOOLK MOMIN KHAN BAHADOOR DILAWAR JUNG, of CAMBAY, for the farm of CAMBAY of CHOUTH and NAPPAAR, for the year 1860, or 1803-04, which has been ceded by the PEISHWA to the HONOURABLE COMPANY.

ARTICLE 1.

I agree to pay off muckta or stipulated revenue for Company and the Tuppa of Nappaar, on the following conditions . . . . . Rs. 90,001

ARTICLE 2.

Deduct expense—

NAPPAAR, *viz.*—

	Rs.	
20 Cavalry for 12 months, at Rupees 20 each per month	4,800	
10 Peons for recovering revenue at Rupees 3 per month	360	
Contingent charges called sadeed . .	500	
1 Carcoon	200	
		5,869

CAMBAY—

	Rs.	Rs.	Rs.
8 Mehatauns writers upon the Mehal . .	400		
8 Peons ditto . . .	288		
		688	
			6,548
Payable balance, Rs.			83,453

ARTICLE 3.

Payment of the above sum to be made by the following instalments, *viz.*—

	Rs.	
Kartick Sood 12th, or 27th November 1803 . .	18,000	
Pous Sood 12th, or January 1804 . . .	20,000	
Chitre Sood 12th, or April 1804 . . .	22,000	
Jeit Sood, or end of the year in the month of June .	23,453	
		83,453

ARTICLE 4.

I will pay the amount of three instalments fully, but for the last there may probably remain a balance in the cultivators' hands, which shall not, however, exceed Rupees 2,000, for the advantage of the pergunnah the following year.

ARTICLE 5.

Should asmany or sultany happen (calamities from the elements or war), the loss sustained thereby to be duly considered by the Company agreeable to custom.

ARTICLE 6.

Whatever custom has obtained from time immemorial of receiving from the ryots little offerings (such as vegetable, etc.), it shall not be prevented, provided they are free and voluntary gifts.

ARTICLE 7.

Some garrison sepoys to be allowed for the fort of Nappaar.

ARTICLE 8.

If any repairs should be required for the fort of Nappaar, it shall be made by the Comavishdar with the sanction of the Resident, and in that case the charge must be credited by the Company.

ARTICLE 9.

Wurshasun, or usual allowances to the Brahmins, dawasthans, khyrat, dhurmadao, or charity, etc., should these be ordered to be continued, it shall be credited by the Company.

ARTICLE 10.

Should any enemies or other disturbance of the peace appear, the commanding officer in the fort of Nappaar will proceed against them on being informed of the circumstance by the Comavishdar, or, in his absence, by the Carcoon.

ARTICLE 11.

I will collect from the mehal, over and above the amount of Rupees 90,001 of rent, on account of our toolebe, etc., a sum not exceeding Rupees 1,000.

ARTICLE 12.

Agreeable to the foregoing promises I will act.

No. XXX.

AGREEMENT concluded between HIS EXCELLENCY the NAWAB of CAMBAY and the BRITISH GOVERNMENT, regarding the levy of TRANSIT DUTIES on Goods IMPORTED and EXPORTED by SEA through the PORT of CAMBAY.

From the manifest of imported goods, those intended for transmission to other places shall be entered in a separate memorandum, which shall be signed by the customs officers of both Governments and sent to the transit officer

2. Goods intended for transmission to other places shall be deposited either in the Outside Custom House, or on an open place in front of it

3. These goods shall be examined and compared with the memorandum mentioned in the 1st paragraph, and weighed or measured as the case may be, after which the goods shall be entered in the books of both Governments, and the amount of duty to be levied determined.

4. Then the amount of duty in Cambay, old currency, due to both Governments, shall be levied from the merchant, and a receipt granted with the signatures of both officers, showing the amount levied by each.

5. After which each package of merchandize shall be stamped, and permission to remove the goods granted, whether for transmission by sea or land.

6. No Rahadaree goods shall be allowed to enter the city, but shall be taken direct.

7. All export and import goods intended for transmission to other places which shall not be taken away and duty paid within one month, shall be liable to the higher rates of duty fixed for goods imported into, and exported from, the town of Cambay.

8. Duty shall be levied without delay on all transit goods at the Outside Custom House; and if they are not taken away within one month, the higher rate of duty shall also be levied.

9. Transit goods, which shall be taken by any road into the city, or which, having been stored near the city, shall afterwards be brought into it, shall be treated as smuggled, and dealt with accordingly.

10. With the exception of holidays and Sundays, the officers of customs of both Governments shall be present at their duties every day from 10 A.M. till 5 P.M.

11. Out of every rupee levied on transit goods, the Nawab shall take eight annas under the name of "expenses," four annas shall be taken by the British Government, and the remaining four by the Nawab. The details of the eight annas taken by the Nawab as "expenses" are as follows:—

1st.—From this the Nawab is to build a custom house on the bunder for the purposes of an office and for the depositing of transit goods. This office is to be for the use of both Governments and as a warehouse for goods.

2nd.—The Nawab to make arrangements for the protection of all transit goods as far as his own frontiers, and keep the roads in his own territory in repairs.

3rd.—After these objects have been effected, should there be any balance left, the Nawab is to be at liberty to expend the same in repairing the walls of the city, or in any way he pleases.

12. If ever any change should be deemed advisable in the above arrangements, none shall be made without the consent of both Governments.

13. Transit goods have been classed, and are to pay duty according to different rates, yet there are many descriptions of goods not classed; with regard to these, as many as possible shall be classified, and this shall be done by the customs officer of both Governments, and with the sanction of both Governments.

Memorandum of rates of transit duty agreed on between the British Government and the Nawab of Cambay to be levied under the name of "Khurajat" or expense on the under-mentioned articles imported at Cambay for transit and brought to Cambay by land for export by sea in lieu of present sea, land customs, and other levies to which such goods are now subject.

Description of articles to be taxed.				
At 1½ annas per maund, or Rs. 3 per cart-load.	At 1 anna per maund or Rs. 2 per cart-load.	At ½ anna per maund, or Re. 1 per cart-load.	At 3 pies per maund, or 8 annas per cart-load.	Description of goods to be taxed on their numbers without reference to weight.
1	2	3	4	5
				Rs.a.p.
Saffron	Silk	Cotton yarn	Chunam stones	
Cochineal	Europe piece-goods	Jagree	Grain.	Cocoanut, per 1,000 . 2 0 0
Vermillion	Cardamoms	Coriander	Oil-cake or penock.	
Elephant teeth.	Cloves	Cummin seed	Cotton seed	Bamboos, per 1,000 . 1 0 0
Vanslochun	Nutmegs	Turmeric	Vegetables and fruits.	
Ruscapoor	Mace	Alum	...	Rafters, per 100 . 0 8 0
Quicksilver	Cinnamon	Almonds (false)	...	Teak and black timbers, per cart. 0 8 0
Copper	Akulkura	Black raisin and red		
Tin	Hing	Betelnut (Mangrole)		
Sawjeera	Tea	Dates, wet		
Camphor	Khismiss	Dates, dry		
Quince seed	Betelnut (Sewurdhun)	Copra		
Blue vitriol	Capoor Catcheree	Bellama		
Verdigris	Tumaulputree	Senna leaves	...	Large timbers, per cart. 0 8 0
Brass	Lead, red	Nesotur		
Indigo	Soap	Rose flowers, dry		
Choodee Malka	Glass-ware	Brimstone		
Tobacco	Almonds	Goolall	...	Bambloes, per 4,000 0 2 0
	Ghee	Dammer		
	Cocoanut oil	Gum		
	Honey	Soornugee		
	Cutlery	Sunchora	...	Brooms, per 1,000 . 0 2 0
	Sugar	Cauth		
	Sugarcandy	Fennel seed		
		Ajmood		
		Sowah	...	Mats, date, per corge 0 0 6
		Dry ginger		
		Iron bars		
		Cotton		
		Spirits or liquor, Europe		
		Castor oil		
		Ginjelly seed		
		Ginjelly oil		
		Castor seed		
		Sursa seed		
		Chunam		
		Iron and steel		
		Ironware		
		Spelter		

The rates of duty, as shown in columns from 1 to 5 shall be levied under the name of "Khurajat" on all goods imported into Cambay for transit, and on goods brought to Cambay for export by sea, in lieu of sea and land customs and all other levies to which such goods are now subject, and out of every rupee so levied on such goods the Nawab shall take eight annas on account of expense for protecting trade within his territories, and four annas shall be taken by the British Government, and the remaining four annas by the Nawab.

All articles not entered in the above Schedule are to be classified and entered in it by the Custom House Officers of both Governments, and submitted for approval, and the value of each article as entered in the Bombay tariff is the value on which the classification is to be based, and any articles which may be omitted are to be considered as in the 3rd class.

MEMORANDUM of ARRANGEMENTS made by HIS EXCELLENCY the NAWAB of CAMBAY and the BRITISH GOVERNMENT regarding CUSTOMS DUTIES to be levied on goods IMPORTED into the CITY of CAMBAY and on goods the PRODUCE thereof when EXPORTED by SEA.

The manifest of all goods imported by sea, the vessel's register, and any papers received at the port of departure, shall, on the vessel's arrival, be presented by the tindal to the customs officers of both Governments, and they shall make entry accordingly in their books, and give orders for the landing of the cargo.

2. The merchant shall write on the said manifest a memorandum to the effect that such and such goods (if any) are for transit, and the Custom House officers of both Governments shall then send to the officer at the Outside Custom House a Memorandum of such goods duly signed and numbered, a corresponding number being written on the manifest.

3. For all goods to be imported into, or exported from, the city, the merchant shall present a "buruttia" (a written application) duly signed, and the goods mentioned therein shall be duly examined, weighed, etc., in the presence of the officers of both Sircars and the value be determined according to the Bombay tariff, and duly levied for both Governments together in old Cambay currency, according to the schedule hereunto annexed, after which each Government's share shall be separated and credited by the officers of both Governments, and a receipt for the total signed by both officers given to the merchant. If the description of goods be not found in the Bombay tariff then they shall be valued at the bazar price.

4. For all goods exported from Cambay, the tindal shall prepare a general manifest in duplicate, and for any goods therein, which are transit goods, a memorandum to that effect, and showing that duty has been paid thereon, shall be written on the general manifests by the officers of the Outside Custom House, which documents shall then be presented at the Inside Custom House, where they will be compared with the books there, when the manifests shall be signed by both officers, and one given to the tindal and one kept in the Honourable Company's Office, a copy being taken by the Nawab's officer; the port clearance shall also be signed by both officers.

5. The officers of both Governments shall also levy anchorage fees from the owners or tindals of vessels according to the rates prescribed in the annexed schedule in one sum and in Cambay old currency, and divide their shares after giving to the payer a receipt signed by both.

6. Goods shall pay duty according to the tables hereunto annexed, but there are some articles, such as grain, firewood, timber, etc., which cannot at once be brought to the Inside Custom House; these shall, therefore, be taken to the old Meerbeer Chowkee, where they shall be examined and duty levied according to the tables and a receipt from both Sircars granted, the shares being divided after; but although duties of customs on certain goods are to be levied near the Meerbeer Chowkee, yet it is clearly understood that all old Meerbeer levies are abolished.

7. All goods to the value of Rupees 30, or petty customs, whether at the Inside Custom House or at Meerbeer Chowkee, shall pay duty according to the rates in the schedules, and shall be examined in the presence of the officers of both Governments, and one receipt for the total sum levied granted as above: the shares to be divided afterwards. Of these petty customs, one-fourth under the name of "khoirat" (charity) to be deducted every day, and the balance to be credited under the head of "Petty Customs." The "khoirat" of both Governments shall be kept in one account book, and according to present custom, out of this sum, charity is to be dispensed to the lame, fuqueers, blind, etc., by procuring for them grain, drinking water, etc., and the expenses entered in the book by the officers of both Governments.

8. All goods, whether import or export, are to be stamped after the duty is levied.

9. The method of conducting the Kavec Ferry is not to be altered, but kept as it is by both Governments.

10. Except the demands authorised by this arrangement entered into by both Governments, no other levy of any kind, nor under any name, is to be made by the customs officers of either Government.

11. A true copy of each general manifest shall remain with the Nawab's officer, while the original and any papers from port of departure shall remain with the Honourable Company's officer. The "buruttia" or written application, after having been examined and signed by both officers, shall be given to the Nawab's officer for his records, but shall be shown to any other officer at any time they may be required. The dufters of both Governments shall be kept so as to correspond.

12. With respect to smuggled goods seized, they shall be brought into the Custom House, and the officers of both Governments shall, as usual, make due enquiry into the matter, and the Nawab's officer shall take copies of all the papers relating to the enquiry, while the original papers shall be sent to the office of the Deputy or Assistant Commissioner, and whatever orders shall be received with respect to each case shall be acted on in the same way as at present; but if the decision of the European officer shall seem to the Nawab to require being modified, the Nawab shall write his opinion on the subject, when it will be taken into consideration.

13. Whenever the Nawab's Darogah shall send a note with his signature, that such and such provisions are for the use of the Durbar or the establishment of the Nawab, they shall be passed free and entered in the books as free, and whatever provisions in transit for Europeans, as are at present passed free, so they shall be continued to be passed without any hindrance. Provisions of the value of Rupees 15 belonging to travellers, and of the value of Rupees 5 belonging to inhabitants of the city, shall be allowed to pass free either way.

14. The Inner Custom House, now in a dilapidated condition, shall be repaired at the expense of the Nawab, and both Governments shall have therein an office, a Treasury, and a record-room; and for the Company's

officers exclusively another cutcherry for all purposes shall afterwards be built by the Nawab.

15. With the exception of holidays and Sundays, the servants of both Governments shall attend in the Custom House from 10 A.M. to 5 P.M., and shall not make any delay in the transaction of business.

16. Piece goods manufactured in Cambay are not in the tariff, and cornelions are put down in the tariff at a very low price; therefore every three years a Committee consisting of merchants and the officers of both Governments shall enquire into the prices of these things in the bazar, and fix the price thereon for the levy of duty under the sanction of both Governments.

17. In the annexed schedule are laid down the rates of the several huks; according to that the sums are to be deducted at the time of dividing the shares of both Governments, and credited in a separate account book kept for that purpose, the entries being signed by the officers of both Governments—the money to be kept in the Nawab's treasury in the Custom House; and at the end of every month these officers shall give to the hukdars what is due to them, and take their receipts for the same, and whatever hukdars are doing duty, both Governments shall see that they do their duty properly.

18. No change to be made in the above arrangements without the consent and sanction of both Governments. According to these present arrangements, the custom duties shall be carried on; the old system with regard to weighing, rates, etc., to be abandoned.

Statement showing the rate of Sea Customs duties on goods imported into and exported from the town of Cambay and of anchorage fees to be levied on vessels arriving at Cambay, as agreed upon by the British Government and His Excellency the Nawab in the year 1856.

DESCRIPTION OF GOODS.	British Government's share in customs.	Nawab's share.			Hukdar's Shares.	Total to be levied on Rupees 100 worth of goods.	Anchorage fees to be levied on every vessel on arrival with or without cargo.		Remarks.
		Customs.	Baptee & Punjum.	Total.			Fee to be levied according to the burthen specified in the Registry Certificate.	Rate of anchorage fee.	
	Rs. a. p	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.		Rs. a. p.	The proceeds of anchorage fees shall be divided in three equal shares between the Hon'ble Company, the Nawab of Cambay and the Hukdars.
On all goods imported from whatever port.	1 7 0	1 7 0	1 1 0	2 8 0	0 5 0	4 4 0	From 1 to 20 Candies	1 0 0	
							,, 21 to 40 ,,	1 8 0	
							,, 41 to 60 ,,	2 0 0	
On all goods exported to whatever port.	1 13 0	1 13 0	1 1 0	2 14 0	0 5 0	5 0 0	,, 61 to 80 ,,	3 0 0	
							,, 81 to 100 ,,	3 8 0	
							,, 101 and upwards	4 0 0	

Statement of the distribution of the Huk allowances from the Customs and Anchorage fees levied at the Port of Cambay, as agreed upon by the British Government and the Nawab of Cambay conjointly.

	On Imports.		On Exports.		Hukdars' share of anchorage fees to be distributed under.
	Custom House Hukdars.	Hukdars on the duties formerly taken at the Meerbeer.	Custom House Hukdars.	Hukdars on the duties formerly taken at the Meerbeer.	
	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
Moosruff	0 2 0	0 0 3	0 1 6	0 0 3	0 0 7
Canoogo of the Custom House and Canoogo with Pashan of Meerbeer	0 0 9	0 1 0	0 0 9	0 1 3	0 1 9
Thakorejee Nutwerlaljee of Ahmedabad—claim on account of the Custom House levies.	0 0 6	.....	0 0 6	.....	.....
Thakorejee Nuvindhpiajee of Cambay—claim on account of the levies at Meerbeer.	.....	0 1 6	.....	0 1 7	0 0 3½
Dhurmada	.....	0 0 6	.....	6 0 5	.....
Seekmar	0 0 6	.....	0 0 3	.....	.....
Khasnuvish of British Government	0 0 5	0 0 7	0 0 8	0 0 6	0 0 3
Ditto of Nawab Saheb	0 0 10	0 1 2	0 1 4	0 1 0	0 0 6
Lutmeenuvish	.....	.....	.....	.....	0 0 5½
Varagee	.....	.....	.....	.....	0 0 5½
Mahdrojee	.....	.....	.....	.....	0 0 1½
Swameenaryen	.....	.....	.....	.....	0 0 2½
Josee	.....	.....	.....	.....	0 0 9
Total	0 5 0	0 5 0	0 5 0	0 5 0	0 5 4

Amended 11th Article of the Agreement with the Nawab of Cambay in year 1856 regarding Rahadaree Collections.

Amended Article 11.

Eight annas in each Rupee of the Rahadaree, or transit collections, shall be shared equally between the British Government and the Nawab.

The remaining eight annas shall be disposed of as follows:—

24 Peons	Rs.	1,920
8 Sowars	,,	2,400
Contingencies	,,	180
1 Karkoon	,,	150
Hukdars, etc.	,,	300
Rupees		4,950

1st.—A fixed establishment, as per margin, under the supervision and orders of the Nawab, shall be maintained for the protection of goods in transit within the Cambay territories. The strength and pay of this establishment not to be changed without the consent of Government.

2nd.—Of the balance one-third shall be devoted to educational purposes, and shall be expended under the direction of the Political Agent of Kaira on account of the expenditure being annually forwarded to His Excellency the Nawab.

3rd.—The remaining balance to be spent by His Excellency the Nawab in such a way as to promote the health and convenience of his subjects. Detailed accounts of expenditure to be kept, which the Political Agent of Kaira shall be entitled to inspect when desirous of so doing.

No. XXXI.

AGREEMENT between HIS HIGHNESS JAFFER ALI KHAN, NAWAB of CAMBAY, and the BRITISH GOVERNMENT, in supersession of the agreements entered into by the NAWAB of CAMBAY in one thousand eight hundred and fifty-six, regarding the administration of the Customs Department and the levy of Rahdari and Transit duties in the State of Cambay,—1885.

1. The treaties of one thousand eight hundred and fifty-six are hereby cancelled and in lieu thereof it is mutually agreed as follows.

2. His Highness the Nawab of Cambay has, from the first day of April one thousand eight hundred and eighty-four, introduced the British customs tariff at his sea-ports, and whenever from time to time the British Government may make alterations or modifications in such tariff, His Highness the Nawab shall make similar modifications in the tariff at his ports. His Highness the Nawab shall further follow the system, use the forms and observe the rules in force in British custom-houses, and shall in all respects assimilate, so far as it may be possible, the procedure in his custom-houses therewith. His Highness shall not allow the importation by sea into the State of Cambay of any fermented or spirituous liquor or the importation or exportation by land or sea of any opium except opium duly covered by a British pass.

3. The British share or *chouth* on sea customs, anchorage fees and miscellaneous customs fees is hereby commuted in perpetuity (as the *chouth* on land revenue has already been) for an annual payment by His Highness the Nawab to the British Government of two hundred British Indian rupees. The said payment shall be made by His Highness the Nawab to the British Treasury at Barsad on the first of April in each year.

4. While reserving to themselves all rights of control and management in the Department of Customs in the Cambay State, which they hold by right of conquest from the Peshwa, the British Government will, from the date of this agreement taking effect, hand over to His Highness the Nawab the control and management of the custom-house at Cambay, and will withdraw from Cambay territory their Sarkarkun of Customs and the Mahalkari of Cambay, together with the establishments subordinate to these officers, respectively, and will abstain from exercising their rights of control and management in the Department of Customs in the State of Cambay for so long as the arrangement in that behalf made by His Highness the Nawab prove satisfactory and subject to the following conditions, namely:—

(*a*) The British Government shall maintain a special officer, who shall be allowed a seat in the Cambay Custom-house and shall be authorized to inspect and scrutinize and copy all customs documents and books and all customs business transacted there and in all other places in

Cambay territory, as well as to examine all goods landed or shipped or water-borne to be landed on or from Cambay territory.

(*b*) The British Government shall maintain such establishments as they may deem necessary for the prevention of salt-smuggling and clandestine practices relating to salt in Cambay territory; but the maintenance of such establishments by the British Government shall not affect the obligations undertaken by His Highness the Nawab himself to prevent salt-smuggling of all kinds, as well as the consumption within the limits of His Highness's State of any salt on which the British excise has not been paid.

(*c*) The British Government will resume direct control and management of the Department of Customs in Cambay if the arrangements made by His Highness the Nawab do not prove satisfactory.

5. The British Government and His Highness the Nawab of Cambay, respectively, agree to discontinue for ever the joint and separate levy of Rahdari and Transit-duties of all kinds and of all the petty cesses mentioned in the schedule hereto attached, as well as of all similar cesses except such as are strictly of a municipal character and fall on the consumption or inhabitants of the town of Cambay exclusively; provided that His Highness the Nawab may continue to levy as heretofore on his own account a royalty on mintage, divorce and marriage registration-fees, and fees for stamping weights and measures.

6. The British *chouth* on the land revenue having been commuted for ever, the British Government will not share in any possible increase of land revenue following a revision of assessment.

7. His Highness the Nawab shall pay the Hakdars the same proportion of the total customs receipts under the British tariff as was allowed to them in the Agreement of one thousand eight hundred and fifty-six (page 66 *ante*).

8. This agreement has taken effect from the first day of April one thousand eight hundred and eighty-four, and is binding also on the heirs and successors of His Highness the Nawab.

Dated this second day of April one thousand eight hundred and eighty-five.

Witness.

(Sd.) SHAMRAO N. LAUD,
Diwan of Cambay State.

(Sd.) (In Vernacular),
Nawab of Cambay.

(Sd.) JHAUNBHAI NATHUBHAI,
Head Clerk, Kaira Collector's Office.

(Sd.) ARTHUR HUME SPRY,
Political Agent, Kaira.

Supplementary Declaration.

The British Government, in view of the completion of these arrangements

with the Nawab of Cambay, hereby foregoes the payment of the sum of rupees two hundred stipulated as commutation in Article 3 of the Agreement dated the second day of April one thousand eight hundred and eighty-five.

Witness.

(Sd.) SHAMRAO N. LAUD. (Sd.) ARTHUR HUME SPRY,
(Sd.) JHAUNBHAI NATHUBHAI. *Political Agent, Kaira.*

Schedule of Taxes, Fees and Cesses jointly and separately levied by the British and Cambay Governments and now to be abolished.

I. Moteshi—

1. Fees levied for stamping weights and measures, per shop.
2. Fees for erecting or repairing buildings on—
   (*a*) Public thoroughfares—
      (1) Carpenters.
      (2) Bricklayers.
      (3) Tile-turners.
      (4) For each door or window fronting main road.
      (5) For each new verandah do.
   (*b*) On minor streets—
      (1) On every verandah.
      (2) On every door.
      (3) On every window.
3. Fees levied at the Divali—
      (1) From each confectioner.
      (2) From each potter.
      (3) From each seller of fireworks.
4. Fees levied at the Holi—
      (1) From each parched gram maker.
      (2) From each confectioner.
5. Fees levied during the monsoon—
      (1) From milk sellers for selling boiled milk at every Agiaras.
      (2) From each toy seller at Shrawan fairs.
      (3) At Droathul feast from every Khoja (sweet-meat seller).
6. Fees levied from each betel-leaf seller, per year.
7. Fees levied from each iron shopkeeper, per year.
8. Fees levied from each parched gram seller, per month.
9. Fees levied from vegetable sellers, per shop per diem.
10. Fees levied from —
      (1) Fruit and spices sellers, per shop per month.
      (2) Those who sit in the public roads to sell vegetables per diem.

11. Fees levied on caste feasts of Panjigars (Warp-pasters), per feast.
12. Fees levied on mango warehouses, per warehouse.
13. Fees on every cart laden with plantains that enters the city.

II. Nazrana—

1. From the panch of cotton-seed sellers, per year.
2. Do. of firewood sellers do.
3. Do. of Dasi Bania or cloth sellers, per year.
4. From the Kanooga of salt do.
5. Do. Panch of Rice-beaters do.
6. Do. Kanooga of Ghu Kanta do.
7. Do. Panch of Sootaria do.
8. Do. Panch of Judia (weavers) do.
9. Do. Kanooga of Noherji do.
10. Do. Kanooga of cotton-seed sellers do.
11. Do. Nakardass of Noherji do.
12. From the potter, per wheel.
13. Do. Panch of smoking pipe-makers.
14. Do. do. of Sathuria.
15. Do. do. of cocoanut sellers.
16. Do. do. of pulse sellers.
17. Do. do. of Pinjara.
18. Do. do. of oil sellers.
19. Do. do. of coppersmiths.
20. Do. do. of vegetable sellers.
21. Do. do. of flour sellers.
22. Do. do. of tobacco sellers.
23. Do. do. of perfume sellers.
24. Do. do. of weighers.
25. Do. do. of butchers.
26. Do. do. of grain dealers.
27. Do. do. of ganja sellers.
28. Do. do. of Wadi Falia.
29. Fees from the abkari contractor.

III. Kotwali Chabutro—

1. Fees levied on every cart laden with plantains.
2. Do. on every shop of vegetable sellers.
3. Fees on re-marriages in the town and suburbs, other than Machipura—
   (1) By widows.
   (2) By divorced women.

IV. Machipura Chabutro—

1. Fees on every deed transferring the right to land, for building sites in Machipura, and to salt-pans.
2. Fees levied from tobacco sellers, per shop per annum.
3. Fees on retail oil sellers, per shop per annum.
4. Fees on re-marriages in the Machipura suburb—
   (1) By widows
   (2) By divorced women.

V. Mint—

1. Fees of one ingot weight of copper coins levied at every time that copper ingots are weighed.
2. Fees of five annas on every crucible used in silver-melting.
3. Rs. 3-1-8 on every 1,000 rupees coined.
4. Rasal Duragi Re. 1 on every 1,400 rupees weight of "moos," per moos.
5. Rasal Khasumesi of 5 annas on do. do.
6. Fees of 2 annas 5 pies on one maund of copper coined.
7. Rasal Durazi fee of 1 anna on do.
8. Rasal Khasumesi fee of half anna on do.

Witness.

(Sd.) SHAMRAO N. LAUD.

(Sd.) JHAUNBHAI NATHUBHAI,
Head Clerk, Kaira Collector's Office.

(Sd.) (In Vernacular),
Nawab of Cambay.

(Sd.) ARTHUR HUME SPRY,
Political Agent, Kaira.

Seal.

(Sd.) DUFFERIN,
Viceroy and Governor General of India.

This agreement was ratified by His Excellency the Viceroy and Governor-General of India at Simla on the eighteenth day of June A.D. one thousand eight hundred and eighty-five.

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. XXXII.

ADOPTION SUNNUD granted to the NAWAB of CAMBAY,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions

of the Treaties, grants, or engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd.) CANNING.

The same to the Chief of Sachin.

No. XXXIII.

TRANSLATED SUBSTANCE of copy of an AGREEMENT passed by HIS EXCELLENCY the NAWAB of CAMBAY in respect to the manufacture and sale of OPIUM in that STATE, without date, and received and ordered to be translated on the 3rd November 1881 :—

1. The cultivation of the poppy and the manufacture of opium to be put a stop to.

2. The Nawab should send for from the British Government's depôt at Ahmedabad, or some other place, all the opium required for consumption. No other person except the Nawab's Sarkar (officials?) shall sell it from the 1st October next.

3. Sections of the Indian Opium Act bearing on the subject, and the rules framed under that Act from time to time, will be enforced in the Cambay State in accordance with the usage of the Nawab's Court.

4. The stock of opium or its juice which cultivators or merchants may possess should be sold before the 1st October. The Nawab will purchase the stock of opium which may remain after that date, and resell it to licensed parties at the cost price, and on the payment of the full duty.

5. After the 1st October the price of opium sold in retail in Cambay should not be less than that prevailing in Kaira.

6. A half-yearly account showing the quantity of opium imported into Cambay and sold, the proceeds of the sale, and the quantity of opium remaining, should be sent to the Political Agent.

7. The Nawab will conduct himself in accordance with the preceding six paragraphs. The opium on which the duty has not been paid will not be allowed to be impor ed into Cambay. Opium will not be sold in retail in Cambay at a price less than that prevailing in Kaira. In lieu of this the British Government agrees to pay to the Nawab the whole of the duty, *viz.*, Rupees (650) six hundred and fifty per chest on the opium which, as stated above, may be imported for consumption in Cambay.

(Sd.) S. P. PUNDIT,

Oriental Translator to Government.

No. XXXIV.

AGREEMENT WITH CAMBAY STATE.

AGREEMENT between the POLITICAL AGENT, CAMBAY, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and HIS HIGHNESS JAFFERALIKHAN SAHEB, NAWAB of CAMBAY, on behalf of himself, his heirs and successors, regarding the manufacture, consumption and sale of opium in the CAMBAY TERRITORY.—1897.

Whereas in accordance with the existing relations between the British Government and the Cambay Darbar the cultivation of poppy and the manufacture of opium are prohibited in the Cambay Territory and no opium may be consumed in the said Cambay territory other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of His Highness Jafferalikhan Saheb hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said Cambay Territory for consumption therein in accordance with the said covenants.

2. His Highness Jafferalikhan Saheb agrees with the British Government with reference to all former agreements on the same subject matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely)—

(*a*) by direct importation from Malwa and Rajputana, or

(*b*) by purchase in Bombay, or

(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India, into, through or from which such import, transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being, licensed vendors are being supplied in the British District of Kaira.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Kaira.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Kaira.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce.

(8) That he will furnish every half-year on the First February and First August to the British Political Authorities of Cambay in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Opium from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as His Highness the Nawab of Cambay duly fulfils the foregoing covenants the whole of the duty payable to the British Government on any opium conveyed into the territory of Cambay in accordance with the relations between the British Government and Cambay Darbar as recited in the preamble to this Agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Cambay Darbar, provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said His Highness the Nawab from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act

(I of 1878), or in any other law regarding opium for the time being in force in the Presidency of Bombay.

This 15th day of June 1897.

(Sd.) (In vernacular.)
Nawab of Cambay.

(Sd.) H. D. L. BAGNELL,
Acting Political Agent.

CAMBAY;
26th June 1897.

(Sd.) Illegible, *Dewan,*
Witness.

(Sd.) Illegible, *Chitnis,*
Witness.

NO. XXXV.

AGREEMENT between the BRITISH GOVERNMENT and NAWAB JAFFER ALI KHAN of CAMBAY,—1881.

Whereas the British Government and Nawab Jaffer Ali Khan of Cambay are equally animated by the desire to draw closer the ancient ties of friendship which unite the two Governments, and whereas it has been found expedient to close the salt works in the territory of Cambay, in the profits of which the two Governments have hitherto shared, the contracting parties, *viz.*, the two Governments aforesaid, hereby agree together in the manner following:—

ARTICLE 1.

The Nawab having, since the 19th day of March 1878, closed the Cambay salt works and discontinued the manufacture of salt, undertakes henceforward to keep the said salt works closed and to suppress the manufacture of salt in his territory.

ARTICLE 2.

All works in Cambay territory shall be kept flooded, and otherwise effectually rendered incapable of yielding or producing salt.

ARTICLE 3.

The Nawab also undertakes to prohibit and prevent the clandestine manufacture of salt and collection of natural salt on the banks of the Myhe river or elsewhere, throughout his territory, and also to prohibit and prevent the importation into, and exportation from, his territory of any salt other than British duty-paid salt.

ARTICLE 4.

The Nawab furthermore undertakes to continue the payments to Hakdars and charitable institutions at the rates and in the manner provided in the

schedule annexed to his agreement, specifying the names of the recipients and the amounts payable to each, subject to the usages and customs to be observed by, or on the part of, the said Hakdars and charitable institutions, respectively, in that behalf.

ARTICLE 5.

In consideration of the faithful and effective discharge of the foregoing obligations and undertakings, the British Government agrees to pay to the Nawab's Government the yearly sum of Rupees 40,000 (forty thousand) in two equal instalments, the first of such instalments of Rupees 20,000 (twenty thousand) shall be payable on the 10th day of January, and the second instalment of like sum of Rupees 20,000 (twenty thousand) on the first day of July of each and every year.

ARTICLE 6.

The British Government further agrees to deliver 500 (five hundred) Indian maunds of salt annually free of all charge at the Annand Station for the consumption and use of the Durbar.

ARTICLE 7.

In the event of the re-opening by the British Government of the salt works closed since March 19th, 1878, referred to in Article 1, the yearly payment to be made to the Nawab's Government under Articles 5 and 6 shall be discontinued from the date of such re-opening, and all the rights and privileges connected with the manufacture of, and the levy of duty on, salt enjoyed by the Nawab prior to the closing of the salt works shall be restored to him.

In witness whereof the Nawab hath hereunto set his hand and seal this 17th day of March one thousand eight hundred and eighty-one.

Signed, sealed, and delivered by the within-named Nawab Jaffer Ali Khan in the presence of } (Sd.) JAFFER ALI KHAN.

(Sd.) SHAMRAO N. LUND,
Dewan of Cambay.

Schedule referred to in Article 4 of the Agreement between the British Government and His Excellency Jaffer Ali Khan, Nawab of Cambay.

Amount of Hak.			*Names of Hakdars.*
Rs.	*a.*	*p.*	
1,516	0	11	His Excellency the Nawab.
Rs.	*a.*	*p.*	
1,231	12	10	For "Balai."
94	12	0	For "Vakaetnamsi."
189	8	1	Watching charges.

Amount of Hak.			*Names of Hakdars.*
			Kanugas.
Rs.	*a.*	*p.*	
440	15	9	To Damodar and Itchashankar *alias* Amtha and Nana Magan, heirs of Ishuer Aditram, in equal shares.
440	15	10	Bechae Mansuk Jetha and Bai Ganga, widow of Ganpatram, heirs of Mugat Asharam, in equal shares.
			Musarfi.
189	8	1	Nurdi Mahomed Khan, heir of Begum Jan, daughter of Nurza Rajibeg.
			Nakedar.
5	4	3	Rowji Modji.
5	4	3	Galabhai Dalabhai.
5	4	3	Bapu Sojan Sing.
5	4	3	Malhar Sing Baji.
5	4	3	Joita Tejsang.
5	4	3	Bhowsing Ujam Sing *alias* Ghela Wajesang.
5	4	3	Rama Jibawa.
5	4	3	Chotalal Chamanlal and Lalu Bhowsing, in equal shares.
5	4	3	Joita Bapuji.
5	4	3	Lalu Joitaram.
5	4	3	Joita Wakhatsang.
5	4	3	Chotalal Joithibhai.
5	4	3	Shewaklal Portab Sing.
5	4	3	Hakimboo, widow of Gafur Rasul.
5	4	3	Galbhai Thakorji.
5	4	3	Bai Ulat, widow of Narsing Nanabhai.
5	4	3	Shewaklal Ujamsang.
5	4	3	Kalia Kesrisang.
5	4	3	Magan Joitaram.
5	4	3	Chogal Chaman.
5	4	3	Bai Rambai, mother of Kali Kakabhai.
5	4	3	Kalia Dayabhai.
5	4	3	Bai Adit, widow of Daya Govindram and Bai Mankoover, mother of Girjashanker Ghela, in equal shares.
5	4	3	Rawji Jitaram.
5	4	3	Abdul Karim Walde Chand.
5	4	3	Rasul Latif.
5	4	3	Jetha Rodhwaram.
5	4	3	Lalu Bhowsang and Chotalal Chamanlal, in equal shares.
5	4	3	Bai Waju, widow of Bapu Bhagwan.
5	4	3	Rohim Rosul.

Amount of Hak.			*Names of Hakdars.*
Rs.	*a.*	*p.*	
5	4	3	Bai Biban, wife of Sayed Mahomed Abasi.
5	4	3	Lalu Avagi.
5	4	3	Bhowsang Ujamsang and Bhuria Kesarising.
5	4	3	Madhowrow Bapuji.
5	4	3	Natho Lalu.
5	4	3	Jilia, daughter of Gonan Sing Ujam Sing.
			For feeding birds.
47	6	0	Rotan Chand Gulab Chand.
			Dharmada (Charitable).
1	8	0	Krishnaram Jiwanram.
3	0	0	Lakhmishankar Rupshankar.
1	4	0	Bai Maha Luxmi, heir of Dipram Motiram.
1	8	0	Bai Kasi, widow of Dulawram Krishnaram.
4	0	0	Magan Karunashankar, worshipper of Shidhai Mata.
1	8	0	Mahalakhmi and Shiogonga, daughters of Kuberam Nandram.
1	8	0	Bai Umia, sister of Balwaid's wife, on account of latter's son.
3	0	0	Pranshankar Pitambee Vyas.
1	8	0	Bai Mulkuner, widow of Mugatram Natharam.
3	0	0	Bechar Nand Kesar Shukal.
1	8	0	Chand Pira, Muzawar of Phool Pir.
4	0	0	Laxmishankar Rupshankar, worshipper of Chamunda Mata.
1	8	0	Bai Jamna, widow of Motiram Veniram.
0	8	0	Amirsha Amanatsha, Murzawar of Memda Pir.
1	8	0	Bai Vizli, widow of Laxmiram Nathuram.
1	8	0	Bhat Rajaram Sobharam.
4	0	0	Bai Rukhmani, widow of Waid Parbhashankar Ganpatram.
1	8	0	Waijnath Wajiram Vyas.
3	0	0	Bai Dewali, daughter of Bechar Wajeram.
4	0	0	Bai Rukhmani, heir of Rajaram Shankarbhat.
1	8	0	Bai Suraj, widow of Vyas Harinath Bhaiji.
3	0	0	Damodar, Itchashankar, Amtha and Magan, sons of Kanuga Ishver Aditram.
1	8	0	Bai Jadow, daughter of Krishnaram Pipla.
1	8	0	Premdas Bhagwandas, worshipper of Thakor Mandir at Menpur.
1	8	0	Bai Daya, daughter of Hariram Parbhuram.
5	0	0	Tulsidas Haridas Bawa of the Machipura Madhi.
10	12	9	Manu Dayal, who pours milk in the sea every month.

Amount of Hak.			*Names of Hakdars.*
			Bhangies.
Rs.	*a.*	*p.*	
3	0	0	For bread to dogs, to Ratanchand Gulabchand.
3	15	2	Jamna Dewa.
3	15	2	Nagar Shankar.
3	15	2	Machha Samji.
3	15	2	Natha Haria.
3	15	2	Mitha Wasta.
3	15	2	Joita Lala.
3	15	2	Ranchor Joita.
3	15	2	Lala Jetha.
3	15	2	Jaga Khima.
3	15	2	Lala Mongal.
3	15	2	Berkhi and Adit, daughters of Jiva Bechar.
3	15	2	Amtha and Jamna, sons of Dewa Dayal.
Total . 2,944	6	4	

Witness to the signature of His Excellency the Nawab Jaffer Ali Khan.

(Persian signature of His Excellency.)

(Sd.) SHAMRAO N.,
Dewan.

NO. XXXVI.

AGREEMENT of the NAWAB of CAMBAY for the REMOVAL of all RESTRICTIONS on FREE TRADE in his State,—1888.

No. 179, dated Camp, 25th February 1888.

From—HIS HIGHNESS JAFFER ALI KHAN, Nawab of Cambay,

To—W. PORTEOUS, ESQ., C.S., Collector and Political Agent, Kaira.

With reference to the correspondence ending with your No. 504 of 1888, dated the 29th January 1888, in regard to the removal of restrictions on free trade in my State, I have the honour to inform you that on behalf of myself and my successors I engage myself to abolish within my State from henceforth all tolls and imposts on the import and export of any commodity whatever; Provided that this engagement shall not be deemed to affect or prevent the levy by this State of—

(1) tolls on bridges, roads, ferries, canals or causeways, for the

purpose of covering the cost of repairing and maintaining such bridges, roads, ferries, canals, causeways;

(2) duties of Octroi for municipal (including police and educational) purposes upon articles consumed within the limits of a Municipality; and

(3) tolls constituting abkari revenue.

2. I further on behalf of myself and my successors engage myself to abolish, from some date within two years from the date of this agreement to be hereafter fixed by me at my convenience, the impost on the weighment of commodities sold in my State which is known by the name of "Mopara".

3. With a view to the encouragement of the local industries, I further on behalf of myself and my successors engage myself to abolish from henceforth all special tolls on trade and industries, and on the sale of commodities manufactured within the Cambay State under whatever designations such tolls may hitherto have been levied.

Hoping that you are in health and prosperity.

No. XXXVII.

ARTICLES OF AGREEMENT for leasing the ABKARI REVENUE of the CAMBAY STATE to the BRITISH GOVERNMENT for a term of 10 years from the 1st January 1888 to the 31st December 1897.

Preamble.—Whereas it is considered desirable to place the administration of Abkari revenue of the Cambay State on the same footing as the administration of Abkari revenue of the British Collectorates adjoining the Cambay State, which has recently been improved in accordance with the provisions of the Bombay Abkari Act, 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorates or the Cambay State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been agreed on between Henry Reade Cooke, Esquire, Political Agent, Cambay, for the time being on behalf of the British Government on the one hand and His Highness Nawab Jaffer Ali Khan Saheb Bahadoor, the Nawab of Cambay, on behalf of himself, his heirs and successors, on the other.

ARTICLE 1.

The Nawab of Cambay engages that the law of the Cambay State as regards Abkari shall be the Bombay Abkari Act of 1878 or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE 2.

In order that the new system of Abkari administration in the Cambay State may be effectually organized on the principles of the Bombay Abkari Act, the Nawab of Cambay engages hereby to farm his entire Abkari revenue to the Bombay Government for a term of 10 years from the first January one thousand eight hundred and eighty-eight to the thirty-first December one thousand eight hundred and ninety-seven, in consideration of an annual payment of Rupees (35,000) thirty-five thousand (being the average of the total Abkari revenue of the Cambay State for the years 1885, 1886, and 1887, *plus* about 25 per cent. in consideration of any possible increase of revenue during the term of the lease). This sum to be paid in monthly instalments of Rupees 2,916-10-8 each on the of each month. [*Note.*—The lease includes the right of taxing country spirits and toddy and of controlling and licensing the manufacture and sale thereof and the sale of foreign imported liquors in the Cambay State.]

ARTICLE 3.

During the term of the farm the administration of the Abkari revenue of the Cambay State will be conducted by the Political Agent, Kaira, on the following principles:—

(*a*) The rates of taxation of liquor in the Cambay State and in the Collectorates to be equivalent.

(*b*) Such reasonable facilities for obtaining a supply of liquor for consumption are to be afforded to the people of the Cambay State as are afforded to the people of the adjoining Collectorates.

(*c*) The retail selling price of liquor to be the same in the Cambay State and in the Collectorates, so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

ARTICLE 4.

But during the term of the farm the Political Agent will consult the Nawab of Cambay regarding the details of Abkari administration such as the number and position of liquor shops, the persons to receive retail licenses and the like, and will consider the wishes of the Nawab on such points.

ARTICLE 5.

It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy-producing trees or in the land on which they stand. But the Bombay Government may levy a tax on such of those trees as may be licensed to be tapped for the extraction of toddy.

ARTICLE 6.

On his part the Nawab of Cambay engages cordially to co-operate in carrying out the provisions of the Abkari law and rules and to do his best by himself, his heirs and successors and by his subordinate officers to prevent all illicit possession, manufacture, sale and transport of liquor or of the materials or implements used for its manufacture in accordance with the provisions of the Act and of any rules which may be made under it.

ARTICLE 6A.

The Nawab of Cambay further engages to abstain during the term of the farm from levying any tolls, octroi or any duty or impost whatever on liquor manufactured in or imported into or exported from the Cambay State under permit or transported under permit from one place to another place within the Cambay State, or on any materials brought into the State for the manufacture of liquor.

ARTICLE 7.

It is understood that all offences against the Abkari law will be cognizable under section 51 of the Abkari Act by the Cambay State Criminal Courts in the same manner as other offences are cognizable.

ARTICLE 8.

During the term of the farm the Abkari accounts of the Cambay State will be kept separately from those of the adjoining Collectorates, and an annual account given to the Nawab of Cambay for his information.

ARTICLE 9.

At the conclusion of the ten years' farm, it shall be renewable at the option of the British Government for a further period of five years upon the same conditions as herein stipulated. On the expiry of the renewed term of the farm, or in the event of the British Government declining to exercise the option of renewal, then on the expiry of the original term of ten years, the management of the Abkari revenue will revert to the Nawab of Cambay.

ARTICLE 10.

The Nawab of Cambay engages on behalf of himself, his heirs and successors to conduct the Abkari administration of his State from and after the date of the termination of the farm under Article 9 in accordance with the principles laid down in the preamble of this agreement, namely :—

To maintain the same Abkari law and rules as may be in force in the neighbouring Collectorates.

To impose rates of taxation on liquor equivalent to those in force in the Collectorates.

So to manage his revenue that injury shall not be caused by it to the Abkari revenue of the Collectorates and to make his arrangements in consultation when necessary with the Political Agent, Cambay, for the time being, with this view.

Provided always that this article does not bind the Nawab of Cambay to any arrangements injurious to the legitimate interests of the State or revenue, and that it is understood that the Abkari revenue of the Collectorates will in like manner be so managed as not to cause injury to the legitimate Abkari revenue of the State.

This agreement agreed to at Cambay the eighteenth day of August one thousand eight hundred and eighty-nine.

Witnesses to the signature of His Highness Jafar Ali Khan, Nawab of Cambay.

(Sd.) SHAMRAO N. LAUD,
Diwan, Cambay State.

(Sd.) H. R. COOKE,
Political Agent, Cambay.

(Signed in vernacular),
i.e., JAFAR ALI KHAN,
Nawab of Cambay.

Approved and confirmed by His Excellency the Viceroy and Governor General of India.

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

Foreign Department, Simla, 6th November 1889.

No. XXXVIII.

ARTICLES of AGREEMENT for the administration of the ABKARI REVENUE of the CAMBAY STATE.

Whereas it is considered desirable to place the administration of the Abkari revenue of the Cambay State on the same footing as that of the Abkari revenue of the British Collectorates adjoining that State, and to prevent injury to the Abkari revenues of the British Districts as well as of the State, and whereas it is desirable to place on record articles of mutual Agreement, His Highness Jafar Ali Khan Saheb Bahadur, Nawab of Cambay, on behalf of himself and his successors hereby agrees to the following Articles agreed upon between himself and Charles William Maitland Hudson, Esq., I.C.S., Collector and Political Agent, Kaira, on behalf of the British Government, namely—

ARTICLE 1.

During the term of this Agreement the spirit of the provisions of the British Abkari Law, Rules and Regulations will be adopted in the Cambay

State, subject to such modifications as may be sanctioned by the Political Agent with the approval of the Commissioner of Customs, Salt, Opium and Abkari.

ARTICLE 2.

During the term of this Agreement the rates of taxation and the retail selling price and the strengths of liquor placed on sale and the standard of measures used and the system of management followed in the Cambay State shall be assimilated with those sanctioned from time to time in the British Collectorates adjoining the Cambay State.

ARTICLE 3.

During the term of this Agreement the central distillery and minimum guarantee system now obtaining in the Ahmedabad and Kaira Districts shall be adopted in the Cambay State, efficient distillery and preventive establishments being maintained in the State for the prevention of illicit distillation and smuggling.

ARTICLE 4.

During the term of this Agreement the forms of lease and license granted to the Abkari farmers shall be subject to the approval of the Political Agent.

ARTICLE 5.

During the term of this Agreement His Highness the Nawab shall furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may from time to time be called for by the Political Agent, and shall give facilities for the inspection of his distilleries and shops and arrangements by an officer not below the rank of Mamlatdar, who may be especially deputed for the purpose by the Political Agent and who shall report thereupon to the Political Agent.

ARTICLE 6.

During the term of this Agreement as a general principle, no shops for the sale of liquor will be allowed at places within three miles distance from the frontier either in British or Cambay territory. In special cases exception to this rule may be made with the mutual consent of the Political Agent and His Highness the Nawab.

ARTICLE 7.

During the term of this Agreement information respecting arrests made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari law of the State shall be promptly communicated to the Political Agent, and in like manner information of arrests made and cases tried by British officials for offences committed by subjects of the State against the British Abkari law shall be promptly communicated to His Highness the Nawab.

ARTICLE 8.

During the term of this Agreement the tax on the tapping of toddy trees shall be the same as in the adjoining British Districts, and the arrangements for the sale and transport of fermented and unfermented toddy shall be similar.

ARTICLE 9.

At the conclusion of ten years this Agreement shall be terminable or renewable with the mutual consent of both parties.

ARTICLE 10.

During the term of this Agreement the State will carry out all the stipulations of this Agreement throughout its territories in alienated as well as in Khalsa villages.

ARTICLE 11.

His Highness the Nawab of Cambay engages on behalf of himself, his heirs and successors to conduct the Abkari administration of his State in accordance with the principles laid down in the foregoing Articles, *viz.*, to maintain the same Abkari law and rules as may be in force in the adjoining British Collectorates, to impose rates of taxation on liquor equal to those in force in the adjoining British Collectorates; so to manage his Abkari administration that injury shall not be caused by it to the Abkari revenue of the British Government and to make his arrangement in consultation with the Political Agent with this view: Provided always that this Article does not bind His Highness the Nawab to any arrangements injurious to the legitimate interests of the State revenue and that the Abkari administration of the adjoining British Collectorates shall be so managed as not to cause any injury to the legitimate Abkari revenue of the Cambay State.

ARTICLE 12.

This Agreement will come into force from the first of August nineteen hundred and four.

C. HUDSON,
Collector and Political Agent, Kaira.

Witnesses—

RAM GOVINDH,
Chitnis to Collector.

PURSHOTAM ANOPRAM,
Head clerk to the Collector, Kaira.

JAFAR ALI,
Nawab of Cambay.

Witnesses—

MADHURANATH,
Dewan, Cambay.

MANIBHAI G. DESAI,
Sar Nyayadish, Cambay.

Approved and confirmed by the Government of India.

By order,
S. M. FRASER,
Officiating Secretary to the Government of India in the Foreign Department.

SIMLA;
The 1st November 1904.

No. XXXIX.

UNDERTAKING of the CHIEF of CAMBAY to abide by certain conditions affecting the administration of the CAMBAY STATE.

Dated 25th April 1894.

To HIS EXCELLENCY the Right Honourable GEORGE ROBERT CANNING, BARON HARRIS, G.C.I.E., GOVERNOR OF BOMBAY.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's "kharita," dated 9th April 1894, which was presented to me on 25th April 1894 by Mr. Reid, Commissioner, Northern Division, and I wish to express my thanks and pleasure at receiving the "kharita" and for the kind expressions contained in its sixth paragraph.

2. I have fully understood the contents of the "kharita," and I hereby give my unqualified assent on behalf of myself, my heirs and successors to all the conditions set forth in it, and to loyally act up to the terms of the "kharita" fully.

3. I undertake on behalf of myself, my heirs and successors to respect and maintain, in accordance with their terms, all title-deeds and claims, and all settlements of land-revenue settled by the Special Political Agent and approved by the Bombay Government, and in force on the 25th April 1894, except in so far as they may be rescinded by a competent court of law or with the consent of the Bombay Government;

And to seek and follow the advice of the Government of Bombay in reference to the revision of the Revenue Survey Settlement when its prescribed period is completed;

And not to remove my Diwan from his office without the sanction of the Bombay Government;

And never to employ Mr. Shamrao N. Laud in any capacity in this State;

And to submit an accurate report of the administration of the State every year in prescribed form and on prescribed date, and to include with it an annual budget estimate of revenue and expenditure for the following year;

And that I and my heirs and successors, under the protection of Her Majesty the Queen-Empress, will at all times conform to such advice as Your Excellency, or Your Excellency's successors in the Government of Bombay, may offer in regard to any object connected with the advancement of my interests, the happiness of my subjects, or the maintenance of my political relations with the British Government.

All the details and advice contained in paragraph 5 of the kharita are fully understood by me, and I recognize them to be good and such as should be acted up,* and I agree to act up to them; and I recognize that, in acceptance of the above terms, the full responsibility in the future will be on me.

* S. O.

III—SURAT AGENCY.

1. SACHIN.

When in 1791 Balu Mian, Sidi of Janjira, resigned to the Peshwa his claims to Janjira,* he received (No. XL) lands near Surat yielding Rs. 75,000, and bound himself to keep faithfully the agreement † then made with the Peshwa, and not to disturb the districts of the British Government. The State of Sachin consists of the districts then made over to him On application to the Emperor of Delhi, and, on the payment of a large nazar, he received the title of Nawab. Balu Mian died in 1802, and was succeeded by his son, Ibrahim Muhammad Yakut Khan.

In 1816 an agreement was made by the Agent at Surat with the Nawab to allow British courts to take cognizance of crimes committed within his State. But as the concessions made were not deemed sufficient the engagement was not ratified.

Ibrahim Muhammad's extravagance involved the State deeply in debt and in 1829 he made over (No. XLI) his country to the management of the British Government till his debts should be liquidated, receiving for his support a sum of Rs. 22,000 a year. He died in 1853, and was succeeded by his son, Abdul Karim Khan, to whom the State was restored in 1864.

Abdul Karim Khan, who received a Sanad (No. XXXII) guaranteeing the succession of his State according to Muhammadan law, died in December 1868, when the succession of his eldest son, Ibrahim Muhammad Yakut Khan, was recognised by the British Government. This Chief died in 1873, and was succeeded by his son, Abdul Kadar Khan. During his minority the State was under the management of the Agent to the Governor On the occasion of the Delhi Darbar on the 1st January 1877 Abdul Kadar Khan was granted a personal salute of 9 guns. In 1878 the salute was made permanent. In July 1886, when Abdul Kadar Khan attained his majority he and a Native gentleman of position were associated in the administration. During the next six months Abdul Kadar proved himself totally unfit for his position, and in January 1887 he abdicated in favour of his infant son, Najaf Ali Khan, who was born on the 23rd December 1886. Abdul Kadar died in December 1896. The State is at present (1906) administered by the Assistant Collector of Surat, under the orders of the Political Agent.

In 1888 the State agreed to abolish all transit duties.

* See Janjira, page 130.

† See page 139.

In 1897 the opium administration of the State was assimilated to that of the Surat district.

The arrangements for prohibiting the cultivation of hemp in Native States and for assimilating the system of taxation and control of hemp drugs to the British system, were accepted by the State and put into effect in 1904.

The area of Sachin is 42 square miles; the gross revenue amounts to Rs. 1,86,706; and the population, according to the census of 1901, to 20,530. The State pays no tribute.

Sachin possesses (1905) 4 unserviceable guns, and 29 armed police.

The Nawab, who is entitled to a salute of 9 guns, fixed in 1878, has second class jurisdiction; that is, has power to try for capital offences his own subjects only.

The State is liable to the nazarana rules.

2. BANSDA.

The Raja of Bansda, the early history of which State is unknown, is a Solanki Rajput. The Marathas exacted from Bansda a chauth of Rs. 7,000, which was transferred to the British Government under the treaty of Bassein.* A tribute of Rs. 7,351-8-0 is now taken. Hamir Singh succeeded by adoption in 1829 on payment of a relief of Rs. 30,000. In consequence of irregularities committed during his minority the State was taken under British management, but it was restored in April 1852.

In 1858 an arrangement was entered into with the Raja whereby he agreed (No. XLII) to pay annually a sum of Rs. 1,500 as chauth in consideration of the British Government foregoing its share in transit duties. He also bound himself to limit his demands on account of customs and transit duties to certain rates sanctioned by the British Government, making his own arrangements for their collection.

Raja Hamir Singh died on the 16th June 1861, and was succeeded by a near collateral relative, Gulab Singh, who received in 1862 a Sanad (No. XLIII) guaranteeing him the right of adoption.

In 1873 the Raja executed an Agreement (No XLIV) to abolish transit duties in his State in consideration of receiving from the British Government Rs. 8,698 per annum, being the average income for the two preceding years. This sum is deducted from the Rs. 1,500 chauth and Rs. 7,351-8-0 tribute due from the Raja, leaving a balance payable by him of Rs. 153-8-0.

* See The Peshwa, Vol. VI.

Raja Gulab Singh died on the 22nd February 1876, and was succeeded by his son, Pratap Singh, who was born on the 23rd November 1864.

The Chief was granted a personal salute of 9 guns on the occasion of the Delhi Darbar on the 1st January 1877 ; in 1878 the salute was made permanent.

In 1886 the Raja executed an Agreement, renewable by mutual consent after ten years, by which he undertook to assimilate the system of abkari administration in his State to that followed in British territory. This was renewed with some alterations by one executed on the 11th September 1897 (No. XLV), for a further period of ten years.

In 1894 the Raja entered into an Agreement (No. XLVI) for the exchange of his village of Bibabari in the Dangs for certain lands in the Surat district.

In 1897 the Raja executed an Agreement (No. XLVII) regarding the manufacture, consumption and sale of opium in his State.

The arrangements for prohibiting the cultivation of hemp in Native States, and for assimilating the system of taxation and control of hemp drugs to the British system, were accepted by the State and put into effect in 1904.

The area of Bansda is 215 square miles. The gross revenue amounts to Rs. 3,88,916. The population, according to the census of 1901, is 40,382.

The State possesses (1905) 1 artillery man, 1 serviceable and 1 unserviceable gun, and 119 armed police.

The Chief receives a salute of 9 guns, fixed in 1878, and exercises second class jurisdiction, having power to try for capital offences his own subjects only.

The State is liable to the nazarana rules.

3. DHARAMPUR.

The ruling Chief of Dharampur is a Sisodiya Rajput. It is not known how long his family has been established in the country, and the State has generally attracted little attention from other powers. The Marathas, however, exacted from it a chauth of Rs. 9,000 a year, which was ceded to the British Government under the treaty of Bassein.*

In 1862 the Raja received a Sanad (No. XLIII) guaranteeing to him the privilege of adoption.

The British share of transit duties levied at Dharampur was formerly

* See The Peshwa, Vol. VI.

armed out annually to the highest bidder, and the realisations varied considerably. This arrangement was distasteful to the Raja, and in 1869 he expressed a wish to take the farm permanently into his own hands. At the same time he offered to remit his dues on the whole of the through traffic with Khandesh, provided the British Government did the same, and to make his own arrangements for the collection of only an import and export duty, allowance being made in fixing his annual payment for the reduction in his revenue caused by these reforms. These terms were considered reasonable, and the farm was given to the Raja on his signing an Agreement (No. XLVIII) in 1870 to make a fixed annual payment of Rs. 9,000; not to increase the taxes in force; and not to levy new ones.

On the occasion of the Delhi Darbar held on the 1st January 1877, Maharana Sri Narandevji Ramdevji was granted a personal salute of 9 guns, which was made permanent in 1878.

In 1885 the Raja entered into an Engagement (No. XLIX) regarding the extradition and trial of any of his subjects who might be arrested in British India after having committed an offence in Portuguese India.

In 1886 he executed an Agreement, differing but slightly from that accepted by the Raja of Bansda, in regard to the abkari administration of his State. This was renewed in 1897, with some alterations, for a further period of ten years by another Agreement (No. L).

Raja Narandevji, who had enjoyed the personal distinction of being addressed by the title of "Highness", died on the 7th August 1891, and was succeeded by his eldest son, Mohandevji, the present Chief, who was born on the 9th January 1863.

In 1897 the Raja executed an Agreement (see No XLVII) regarding the manufacture, consumption and sale of opium in his State.

The arrangements for prohibiting the cultivation of hemp in Native States, and for assimilating the system of taxation and control of hemp drugs to the British system, were accepted by the State and put into effect in 1903.

The area of Dharampur is 704 square miles; the gross revenue Rs. 3,92,375; and the population, by the census of 1901, 100,430.

The State possesses (1905) 2 artillery men, 1 serviceable and 1 unserviceable gun, and 116 armed police.

The Chief is entitled to a salute of 9 guns, fixed in 1878, and exercises second class jurisdiction, having power to try for capital offences his own subjects only.

The State is liable to the nazarana rules.

No. XL.

TRANSLATION of an AGREEMENT entered into by MADHO RAO NARRAYEN PUNDIT PURDHAN and SEEDEE ABDOOL KUREEM KHAN, *alias* BALOO MEAH, in Summut Ahdio Tismaiet o Alf, A.D. 1790-91.

Whereas you were declared as heir to Jinjeera, Kansa, and the Mutghur Talooka, in the Concan, and you have voluntarily resigned to government (Peishwa) your claims over these territories through the medium of the British Commissioner, Mr. C. Malet, it has been agreed, *viz.*:—

ARTICLE 1.

That in consideration of your claims now resigned to government on the aforesaid forts, with everything contained therein whatsoever, enam territory in Guzerat, situated on the seashore, is proposed to be given you, yielding a revenue equal to that of the territories dependent on Jinjeera, etc. The value of the territory to be ascertained by the average rate of collections for the last ten years. Of this at present territory to the value of Rupees seventy-five thousand has been given you, the remainder will be given on the aforesaid Talookas being delivered over to government.

ARTICLE 2.

You are to repair and reside in the territory now allotted to you as enam with all your family. You are not to build any large fortress either in the territory now given you, or that may be hereafter given, but only such sufficiently strong to prevent the Grassias from any attacks. You are to conduct yourself properly and peaceably, and raise no disturbances, etc. You are not to unite yourself to those who are hostile either to government or to the English, or to enter into or to make any hostilities.

ARTICLE 3.

Should any land be granted in enam or reward to any hubsee for public service, the amount of its revenue shall not be deducted from that of your enam.

In all these three Articles have been settled, which shall be always regarded by both parties.

Dated 2nd Ramzan.

TRANSLATION of an ENGAGEMENT entered into by SEEDEE ABDOOL KUREEM KHAN, usually called BALOO MEAH, with the HONOURABLE COMPANY'S RESIDENT at POONA.

Baloo Meah's Seal.

I, Seedee Abdool Kureem Khan, do hereby engage that I will faithfully abide by the agreement into which I have entered with Rao Pundit Purdhan through the mediation of Mr. Charles Warre Malet, the Honourable Company's Resident at Poona, vested with full powers for that purpose, and that I will in no shape whatever estrange myself from, or act inimically to, the Honourable Company. In testimony of which I have executed this instrument as a permanent proof thereof.

Dated 15th Shabun 1205 Hegira.

No. XLI.

TRANSLATION of AGREEMENT entered into by IBRAHIM MAHOMED YAKOOT KHAN for the payment of his debts 1829.

Seal of Seedee Ibrahim Mahomed Yakoot Khan.

I, Seedee Ibrahim Mahomed Yakoot Khan, Moobaruz-oo-Dowlah Nusrut Jung Bahadoor, give this writing to the government of the Honourable English Company Bahadoor, that I have given power to the said government to settle and put an end to all the debts due to the Sahoocars which lie on me. And that after settlement of all claims of the Sahoocars, they may make everything clear and fair, and for this purpose may take and retain possession of all my villages, appropriating three-fourths of the revenue in any mode which may be most advantageous until the liquidation of the aforesaid debt and also most conducive to my interest. And that an arrangement be made for my necessary expenses from the remaining one-fourth of the revenue, and if one-fourth share shall not suffice for my necessary expenses, out of the three-fourths assigned for the liquidation of the Sahoocar's claims, part may be added to the same.

No. XLII.

AGREEMENT entered into by the RAJA of BANSDA for the FARM of the GOVERNMENT Chouth ZUKAT,—1858.

TO THE HON'BLE EAST INDIA COMPANY.

I, Maharaool Humeersingjee Oodeysingjee, Raja of Bansda, write that Government possesses the "Chouth Zukat" in the Bansda territory which used to be collected through the Deputy Commissioner of Customs, Salt and Opium. I expressed a desire in my letter to the Agent, dated 12th January 1856, to take this Chouth Zukat for Rupees one thousand and five hundred

(Rupees 1,500) a year, upon which the Agent wrote to Government, and Government acceded to my proposal. Accordingly, the Agent made over to my possession the said Zukat from the 1st May 1857. On this subject I enter into the following agreement with Government:—

1. Copy of Umul Dustoor relative to this "Chouth Zukat" has been sent to me by the Agent with his Shera letter, dated 3rd April 1857, No. 27. I agree to abolish the duties on all the items therein specified, with the exception of the hoondees. I am, therefore, not to levy the same on the ryots. I am to collect only the hoondees on the villages.

2. Besides the Chouth Zukat above described other transit duties are levied by me in my territory. An Umul Dustoor of these, including the above-said hoondees, was forwarded to the Agent under my signature, with my letter, dated 23rd November 1856. I have been furnished with copy of that Umul Dustoor, authenticated with the Agent's signature. As therein written, the transit duties and the Hoondees will be levied by me. I am not to levy any more duties on anything, nor am I to make any new impositions. It will be optional with Government to institute enquiries and satisfy itself I do not act contrary to this clause, in such way as it may think proper, and to this end I will show my accounts when called on by the Agent.

3. The Chouth Zukat having been relinquished by Government has been made over to my possession as above, and in return for this I am to cause to be paid through the Agent into the Surat Custom House Company's Rupees one thousand five hundred (Rupees 1,500) a year by three instalments. The first instalment of Rupees five hundred (Rupees 500) to be paid in the month of Jesht (May and June), the second in Kartick (October and November), and the third in Falgoon (February and March): I am to pay these accordingly.

So long as I continue to act in conformity with the above conditions the Huktoo (agreement) come to with Government is to have effect, and the amount is to be received from me every year. In case, however, I do not behave according to these conditions, that is, if I increase the rates of duties specified in the Umul Dustoor, or if I make any new impositions, or if I realize any of the said Chouth Zukat, excepting the hoondees, or if I fail to pay in the amount every year according to the instalments, Government may cancel this agreement, or hold me otherwise pecuniarily responsible by increasing the annual amount payable as above as they may think proper. I execute this agreement through the Agent at Surat with my own free will, and have attached my seal and signature thereto. This writing is to have effect from the 1st May 1857. Dated 16th March 1858.

Additional Clause.

P.S.—The farm of the Chouth Zukat given to me by the Government is to have effect as long as it may please them, and Government are fully

authorized to terminate this Agreement at any time it may deem desirable. I will not take any objection on that score.

Dated Sumvut 1924, Vaishakh Vad 9th, Friday.

(Sd.) MAHARAOOL SHREE HUMEERSINGJEE.

True translation.

(Sd.) M. J. SHAW STEWART,
Agent.

(True copy.)

(Sd.) G. C. GILDER,
Superintendent.

(True copy.)

(Sd.) T. C. HOPE,
Agent.

No. XLIII.

ADOPTION SUNNUD granted to the RAJA of BANSDA,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor, according to Hindu law and to the customs of your race, will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements which record its obligations to the British Government.

FORT WILLIAM ;
The 11th March 1862. } (Sd.) CANNING.

A similar Sanad was granted to Dharampur, Kolhapur, and Sawantwari.

No. XLIV.

TRANSLATION of an AGREEMENT executed by the RAJAH of BANSDA on Chaitar Vud 12th Samwat 1929 (Thursday, the 24th April 1873), regarding the TRANSIT DUTIES in his territories.

We agreed in our previous letter, dated Fagun Vud 6th Samwat 1926, to abolish that portion of the transit duty which we levy on our territory and

to accept in lieu thereof as compensation from the British Government a sum calculated on the average income for the last ten years, but in consequence of your not again visiting Bansda, the amount to be paid has not been determined.

You have now come to Bansda and on examining all accounts you as well as I consider Queen's Rupees 8,698 equitable as an average amount. We have therefore decided that the British Government should pay me the above sum from their Treasury and I should accept it. Deducting the above from the Chouth and Tribute which I have to pay every year, there is a balance of Rupees 153-8, one hundred and fifty-three and annas eight, which shall be sent every year by me to the British Treasury.

In consideration of the payment to me by the British Government of the above sum I will abolish the levy of my portion of the above duty ; that is to say, with the exception of the Hoondas on villages, and the proceeds of Hulwadas and the pilgrimage of Oonai, as also the value (or price) of the Timber cut in my own jungles, I will not levy Khoonti, Chethi or duty of any description whatever now leviable or permitted by my Umul Dustoor, and will not stop or offer obstacles to any carts in transit. But there is nothing in this agreement to prevent my levying under the name of Khootdan any price for the Timber from my villages which I think proper in lieu of the Khootdan and transit duty combined, which is now levied under the Umul Dustoor on Timber from my villages. As stated above this agreement does not include the Hoondas on villages and the proceeds of Hutwadas and the Oonai pilgrimage, and I shall continue to levy them in accordance with the Umul Dustoor formerly received from Government.

If any complaint is made regarding anything having been done in contravention of this Agreement, you (the Agent) may take cognizance of the complaint. We will render the requisite explanation and produce our accounts if necessary.

If we become aware of any smuggled opium, salt or other dutiable article passing through our territory, we will detain such article and report the matter to the British Government and make over the thing so detained.

This agreement shall take effect from the 1st of Kartak Vud Sumwat 1930 (22nd October 1873 A.D.), and shall be acted on from year to year. The British Government are, however, hereby empowered to cancel this agreement at any time without assigning any reason for it, and in the event of such cancellation the mutual rights and custom between the two Governments are to be considered as again in force just as they are at present.

(Sd.) MAHARAOOL SHREE GOOLABSINGJEE.

True translation.

(Sd.) T. C. HOPE,
Collector and Agent.

No. XLV.

ARTICLES of AGREEMENT for the ADMINISTRATION of the ABKARI REVENUE of the BANSDA STATE.

Whereas it being considered desirable to place the administration of the Abkari revenue of the Bansda State on the same footing as that of the Abkari revenue of the British Collectorates adjoining that State and to prevent injury to the Abkari revenues of the Collectorates as well as the State and whereas it is desirable to place on record the articles of the mutual agreement Maharaul Shri Pratapsingji Gulabsingji Raja of Bansda on behalf of himself and his successors hereby agrees to the following articles agreed upon between himself and Ross Arthur Leslie Moore Esquire I.C.S. Agent to His Excellency the Governor at Surat on behalf of the British Government namely :—

ARTICLE I.

During the term of this agreement the Spirit of the provisions of the British Abkari Law, rules, and regulations will be adopted in the Bansda State subject to such modifications as may be sanctioned by the Agent with the approval of the Commissioner of Customs, Salt, Opium and Abkari.

ARTICLE II.

During the term of this agreement, the rates of taxation, and the retail selling price and the strengths of liquor placed on sale, and the standard of measures used and the system of management followed in the Bansda State shall be assimilated with those sanctioned from time to time in the British Collectorates adjoining the Bansda State. Provided that if the selling prices of liquor be less in the other Native States bordering Bansda the Raja can with the approval of the Agent lower the selling prices of liquor in his villages adjoining those borders.

ARTICLE III.

During the term of this agreement distilleries will be established in such places only as may be determined upon by the Raja and the Agent and no change in the location of distilleries shall be allowed without the consent of the Agent.

ARTICLE IV.

During the term of this agreement the forms of lease and license granted to the Abkari farmers shall be subject to the approval of the Agent.

ARTICLE V.

During the term of this agreement the Raja shall furnish promptly to the Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may from time to time be

called for by the Agent and give facilities for the inspection of his distilleries and shops and arrangements by an officer not below the rank of Mamlutdar who may be specially deputed for the purpose by the Agent and who shall report thereupon to the Agent.

ARTICLE VI.

During the term of this agreement as a general principle no shops for the sale of liquor will be allowed at places within three miles distance from the frontier either in British or Bansda territory. In special cases exceptions to this rule may be made under the mutual consent of the Agent and the Raja.

ARTICLE VII.

During the term of this agreement information respecting arrests made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari Law of the State will be promptly communicated to the Agent and in like manner information of arrests made and cases tried by British officials for offences committed by subjects of the State against the British Abkari Law will be promptly communicated to the Raja.

ARTICLE VIII.

During the term of this agreement nothing in this agreement shall affect the tapping of Toddy trees or the taxation or sale of toddy either in the fermented or unfermented state. The distillation of spirit from toddy will not be permitted.

ARTICLE IX.

At the conclusion of ten years this agreement shall be renewable with the mutual consent of both parties.

ARTICLE X.

During the term of this agreement the State will carry out all the stipulations of this agreement throughout its territories in alienated as well as in Khalsa villages.

ARTICLE XI.

The Raja of Bansda engages on behalf of himself, his heirs and successors to conduct the Abkari administration of his State in accordance with the principles laid down in the foregoing articles, *viz.*, to maintain the same Abkari Law and rules as may be in force in the adjoining British Collectorates: to impose rates of taxation on liquor equivalent to those in force in the adjoining British Collectorates: so to manage his Abkari administration that injury shall not be caused by it to the Abkari Revenue of the British Government and to make his arrangement in consultation when necessary with the Agent to His Excellency the Governor at Surat with this view.

Provided always that this article does not bind the Raja of Bansda to any arrangements injurious to the legitimate interests of the State revenue and the Abkari administration of the adjoining British Collectorates will be so managed as not to cause any injury to the legitimate Abkari revenue of the Bansda State.

Executed at Bansda, the 11th day of September 1897.

Seal.

MAHA RAUL SHRI PRATAPSINGHJEE GULABSINGJEE,
Raja of Bansda.

Witness:

PRANSHANKER D. PATHAK, L.C.E.,
Acting Dewan.

HORMASJI BYRAMJI, L. M. and S.,
Medical Officer.

J. S. SETHUN,
Head Clerk.

MAHIPUTRAM DAJIBHAI,
Agency Clerk.

Seal

R. A. L. MOORE,
Agent to His Excellency the Governor at Surat.

No. XLVI.

AGREEMENT between the AGENT to HIS EXCELLENCY the GOVERNOR of BOMBAY at SURAT acting under the authority of HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL on behalf of the BRITISH GOVERNMENT and MAHA RAUL SHRI PRATAPSINGJI GULABSINGJI, RAJA of BANSDA, on behalf of himself, his heirs, and successors.

Whereas it is expedient that the Raja of Bansda's village of Bibabari situated in the Dangs should be exchanged for certain lands in the British District of Surat;

The British Government transfers to the Raja of Bansda the lands situated in the village of Donja, Taluka Chikhli, District Surat, as described

in Appendix A, and set out in the accompanying map. The Raja and his successors will exercise the same rights, privileges, and prerogatives in these newly acquired lands, as he at present enjoys in his ancestral possessions.

The Raja of Bansda transfers to the British Government wholly, unreservedly, and in perpetuity the village of Bibabari situated in the Dangs.

Boundary pillars shall be erected on the boundaries at the joint expense of the British Government and the Raja of Bansda.

Dated at Bansda, 10th May 1894, A. D.

MAHA RAUL SHRI PRATAPSINGJEE GULABSINGJEE,
Raja of Bansda.

Witnesses:
JHAVERBHAI, N.,
Dewan of Bansda.
KISHNARAO, W.
I Naib, Dewan of Bansda.

F. P. LELY,
Agent to His Excellency the Governor of Bombay at Surat.

Witnesses:

J. S. SETHNA,
Head Clerk to the Collector of Surat.

MAHIPUTRAM DAJIBHAI,
Clerk to the Agent.

Approved and confirmed by the Government of India.

By order,
W. J. CUNINGHAM,
Secretary to the Government of India in the Foreign Department.

SIMLA;
The 22nd July 1895.

Here follow Appendix A and Map.

No. XLVII.

AGREEMENT between ROSS ARTHUR LESLIE MOORE, Esquire, I.C.S., AGENT to HIS EXCELLENCY the GOVERNOR at SURAT acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and MAHA RAUL SHRI PRATAPSINGHJEE GULABSINGHJEE, RAJA of BANSDA on behalf of himself his heirs and successors regarding the manufacture, consumption, and sale of opium in the BANSDA STATE.

Whereas in accordance with the existing relations between the British Government and the Bansda State the cultivation of poppy and manufacture of opium are prohibited in the Bansda State and no opium may be consumed in the said Bansda State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenant on the part of the Raja of Bansda hereinafter contained the British Government has agreed to relinquish one-fifth of the said duty on all opium that shall be hereafter conveyed into the said Bansda State for consumption therein in accordance with the said covenants.

2. The Raja of Bansda agrees with the British Government with reference to all former agreements on the same subject matter as follows *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(*a*) by direct importation from Malwa and Rajputana or

(*b*) by purchase in Bombay or

(*c*) by purchase at any convenient opium depôt of the British Government

and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of British India into through or from which such import transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendor except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British district of Surat.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Surat.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Surat.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department No. 7207 dated 18th September 1895 and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombay shall in the interest of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Surat in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Opium from time to time prescribe accurate accounts of the opium transactions of his territory.

3. That British Government agrees that so long as the Raja of Bansda duly fulfils the foregoing covenants one-fifth of the duty payable to the British Government on any opium conveyed into the territory of the Raja of Bansda in accordance with the relations between the British Government and his State as recited in the preamble to this Agreement shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay then that the one-fifth of the amount of the duty which has been so paid shall be refunded to the Raja of Bansda.

Provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising to allow the rate of duty or the proportion thereof to be remitted or refunded under this clause and that no such alteration shall release the said Raja of Bansda from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act

(I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Bansda this 18th day of June 1897.

MAHARAUL SHRI PRATAPSINGHJEE GULABSINGHJEE,
Raja of Bansda.

R. A. L. MOORE,
Agent to His Excellency the Governor at Surat.

Witness.

PRANSHANKER D. PATHAK, L.C.E.,
Junior Dewan, Bansda.

HORMASJI BYRAMJI, L.M. & S.,
Chief Medical Officer, Bansda.

J. S. SETHUN,
Head Clerk.

MAHIPUTRAM DAJIBHAI,
Clerk to the Agent.

Similar Agreements were signed by the following States, on the dates given against each:—

Aundh	15th April 1897.
Daphlapur	2nd April 1896.
Dharampur	27th May 1897.
Jamkhandi	21st May 1896.
Jath	23rd November 1895.
Kurundwad (Junior)	10th November 1895.
„ (Senior)	26th May 1896.
Miraj (Junior)	5th May 1896.
„ (Senior)	2nd February 1897.
Mudhol	1st December 1895.
Phaltan	6th July 1897.
Radhanpur	27th May 1897.
Ramdurg	13th May 1896.
Tharod	19th May 1897.
Wadi	5th May 1896.
Wao	15th May 1897.

No. XLVIII.

TRANSLATION of the AGREEMENT executed by the RAJA of DHURMPORE on Chaitur Sood 5th Sumbut 1926 (Wednesday, 6th April 1870) regarding the BRITISH CHOUTH levied in his TERRITORIES.

With regard to the duties levied in our State by the Customs Department of the British Government under the name of Chouth and annually farmed by public auction, we some time ago pointed out certain inconveniences and expressed a desire that the amount of the Chouth might be fixed. Enquiries ensued resulting in Government Resolution No. 1199, dated 20th March 1869, in consequence of which it has been determined that the transit duties of both the Governments should be remitted and in lieu of the British Government's share in the rest of the customs and dues, we agree to make to the British Government an annual payment of Rupees 9,000 in British currency, which amount we will pay annually through you, the Agent to His Excellency the Governor at Surat, into the Treasury of the British Government, in instalments as written below—

	Rs.
Between the 1st and 8th January	2,000
„ „ „ „ „ April	3,500
„ „ 15th „ 23rd June	3,500
Rupees . .	9,000

We will suffer no default to be made in the annual payment of Rupees 9,000 as above. Should any default be made the British Government is at liberty to charge interest or to resume the levies or to otherwise collect the amount.

2. Inasmuch as in consideration of the loss occasioned by the total remission of the transit duties on the part of both Governments, the abovementioned sum has been fixed at an amount less than the average of (the last) ten years, we will levy no transit duty (that is, duty on goods passing from the Khandeish and Nassick Zillahs and other places to the Surat Zillah and other places and *vice versa*) either on behalf of the British Government or on our own behalf, on any goods, grain, animals, etc., from any person whatever, nor will we take any due of any kind, nor take anything else instead thereof, nor introduce any new practice.

3. We will levy customs and imposts excepting the transit duties in accordance with the Umul Dustoor of the British Government, which they (the British Government) will provide us with, and in accordance with our present practice. We will levy neither more nor less. If on occasion it become necessary to do so, we will represent the matter to the British Government, and if they accord their sanction we will act accordingly. But if by

preserving and conserving any of the forests in our villages after the manner of the Forest Department of the British Government, we allow the wood to become valuable, there is nothing in this paragraph to prevent us from collecting its price when cut in addition to the duty leviable on it under our Umul Dustoor.

4. No customs or other imposts of any kind are now collected or paid on goods, etc., imported from our territories into those of the Portuguese Government and *vice versâ*. This practice is confirmed. In the same manner the ancient practice by which goods, etc., imported into our territories from those of the Baroda State and *vice versa* are subject to customs duties levied by both the Governments, is confirmed till some other arrangement be made. But we will not levy the share which the British Government have in these levies.

5. If we levy any custom or duty in excess of the Umul Dustoor, you, the Agent, may take cognizance of complaints on the subject. We will render the requisite explanation and produce our accounts, if necessary.

6. If any smuggled opium or other article is found passing through our territories, we will keep such opium or other article in deposit and report the matter immediately to the British Government.

7. If anything is done in contravention of this agreement it (the agreement) shall be nul and void, and the rights and practice of the British Government which existed prior to it shall be considered to be in force.

8. This agreement shall be considered to have been finally executed when it is sanctioned by the Government of Bombay.

No. XLIX.

AGREEMENT between the AGENT to HIS EXCELLENCY the GOVERNOR of BOMBAY at SURAT acting under the authority of HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL, on behalf of the BRITISH GOVERNMENT, and NARAN DEVJI RAM DEVJI, RAJA of DHARAMPUR, on behalf of himself, his heirs and successors, regarding the extradition and punishment of subjects of the Raja who have committed offences in PORTUGUESE INDIA,—1885.

ARTICLE 1.

The British Government engages to surrender to the Raja of Dharampur any of his subjects who may be charged with having committed in

Portuguese India any of the offences specified in the Schedule hereto annexed and who may be found in British India.

ARTICLE 2.

The surrender above-mentioned will be made in accordance with such procedure as the Governor General of India in Council may from time to time prescribe.

ARTICLE 3.

The Raja of Dharampur engages to cause the person so surrendered to be tried according to the laws of the Dharampur State for the offence which he may be charged with having committed in Portuguese India, and on conviction will cause him to be suitably punished.

Schedule referred to above in Article 1.	Sections of the Indian Penal Code which apply to such offences.
Description of Offences.	
Murder, culpable homicide not amounting to murder, and causing death by rash or negligent act	299 to 304A
Attempt to commit murder or culpable homicide	307, 308, 511
Voluntarily causing hurt	319 to 333
Or grievous hurt	335 and 338
Rape	375 and 376
Kidnapping, abduction, concealing kidnapped person, slave-dealing, or selling minors for immoral purposes	360 to 373
Immodest assault on a woman	354
Causing miscarriage and abortion	312 to 316
Exposure or abandonment of a child	317
Thefts	378 to 382
Extortions, robberies, dacoities, attempts to commit robbery, and belonging to a gang of thieves	383 to 402
Criminal misappropriations and criminal breaches of trust	408 and 409
Receiving stolen property	410 to 414
Cheating	415 to 420
Lurking house-trespass, house-breaking	443 to 446
Fraudulent bankruptcy and fraudulent disposition of property	206, 208, 421 to 424
Dishonest opening of closed receptacle containing property	461 and 462
Being a thug	310 and 311
Belonging to a band of dacoits or robbers	400 and 401
Aggravated cases of wrongful confinement	344 to 348
Mischief by fire or explosive substance	435, 436, and 438
Mischief to a vessel, or after preparation to cause death, hurt or wrongful restraint	437, 439, and 440
Counterfeiting or altering money or uttering counterfeit or altered money, making or possessing instruments for above purposes	230 to 254
Counterfeiting or fraudulently using of Government stamps issued for purposes of revenue	255 to 263

Schedule referred to above in Article 1.	Sections of the Indian Penal Code which apply to such offences.
Description of Offences—(concluded).	
Forgery and using of forged documents and making of seals for fraudulent purposes	463 to 468, 470 to 477
Use of false trade mark or property mark, and frauds connected with such marks	478 to 489
Giving or fabricating false evidence to cause a person to be convicted of an offence, and subornation of the same	194 and 195
Illegal gratification taken by a public servant or to influence a public servant	161 to 165
Causing the evidence of the commission of any offence to disappear	201
False certificate or declaration made by public servant or used by any person as evidence	197 to 200
Escape from lawful custody or accusation or conviction of any crime specified in this Convention	224
Crimes against other Laws.	
Piracy by law of nations.	
Assaults on board a ship on the high seas with intent to destroy life or to do grievous bodily harm.	
Sinking or destroying a vessel at sea or attempting or conspiring to do so.	
Revolt or conspiracy to revolt by two or more persons on board a ship on the high seas against the authority of the Master.	
Abetment of or attempt to commit any of the foregoing offences.	

Dharampur, twenty-seventh day of December one thousand eight hundred and eighty-five.

Witnesses. (Signed in Vernacular)

(Sig. Illegible.) *i. e.* NARAN DEVJI RAM DEVJI.

Seal.

Witnesses. (Sd.) W. B. MULOCK,

(Sd.) EDALJI BYRAMSHAW. *Agent to H. E. the Governor,*

„ NANABHAI MOTISABRAM. *Surat.*

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

Fort William,
The 31st March 1886.

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. L.

ARTICLES of AGREEMENT for the administration of the ABKARI REVENUE of the DHARAMPOR STATE.

Whereas it being considered desirable to place the administration of the Abkari revenue of the Dharampor State on the same footing as that of the Abkari revenue of the British Collectorates adjoining that State and to prevent injury to the Abkari revenues of the Collectorates as well as the State and whereas it is desirable to place on record the articles of the mutual agreement Maharana Shri Mohandevji Narandevji Raja of Dharampor on behalf of himself and his successors hereby agrees to the following articles agreed upon between himself and Ross Arthur Leslie Moore Esquire I.C.S. Agent to His Excellency the Governor at Surat on behalf of the British Government namely—

ARTICLE I.

During the term of this agreement the law of the Dharampor State for the management of its Abkari revenue shall be the same as that in force for the time being in the adjoining Collectorates of the Bombay Presidency.

ARTICLE II.

During the term of this agreement the rates of taxation and the retail selling price and strength of liquor placed on sale, and the standard of measures used in the Dharampor State shall be assimilated with those sanctioned from time to time in the British Collectorates adjoining the Dharampor State.

Provided that liquor may be sold at such rates as the Raja thinks fit in the following villages:—

1. Bhandarkach,
2. Varna,
3. Andhorpoda,
4. Jerwal,
5. Jam Ghubhan,
6. Hedalbori,
7. Sukhalbori,
8. Dahikhed,
9. Boorvad,
10. Piproni,
11. Madhubhan,
12. Raemal,
13. Nagor,
14. Karnali,
15. Korehan Teskari,
16. Vaddha,
17. Boorla,
18. Khatoonia,
19. Pedehha,
20. Meghval,
21. Pati Tiskari.

2. It is further agreed that the Raja shall at once issue a notice prohibiting the transfer through or export from his territory of any Mhoura to any part of Portuguese India and shall do his utmost to enforce the prohibition.

3. The Proviso to paragraph one and paragraph two shall cease to operate in the event of an understanding being arrived at between the

British and Portuguese Governments regarding the sale of liquor in border villages of Damaun.

ARTICLE III.

During the term of this agreement distilleries shall be established at such places only as may be determined upon by the Raja and the Agent and no change in the location of distilleries shall be allowed without the consent of the Agent.

ARTICLE IV.

During the term of this agreement the forms of lease and license granted to the Abkari farmers will be subject to the approval of the Agent.

ARTICLE V.

During the term of this agreement the Raja shall furnish promptly to the Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may from time to time be called for by the Agent and give facilities for the inspection of distilleries and shops and arrangements by any officer not below the rank of Mamlutdar who may be specially deputed for the purpose by the Agent and who shall report thereupon to the Agent.

ARTICLE VI.

During the term of this agreement as a general principle no shops for the sale of liquor will be allowed at places within three miles distance from the frontier either in British or Dharampor territory. In special cases exceptions to this rule may be made under the mutual consent of the Agent and the Raja.

ARTICLE VII.

During the term of this agreement information respecting arrests made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari Law of the State shall be promptly communicated to the Agent and in like manner information of arrests made and cases tried by British officials for offences committed by subjects of the State against the British Abkari Law shall be promptly communicated to the Raja.

ARTICLE VIII.

During the term of this agreement nothing in this agreement shall affect the tapping of toddy trees or the taxation or sale of toddy either in the fermented or unfermented state. The distillation of spirits from toddy shall not be permitted.

ARTICLE IX.

At the conclussion of ten years this agreement shall be renewable with the consent of both parties.

ARTICLE X.

During the term of this agreement the State shall carry out all stipulations of this agreement throughout its territories in alienated as well as in Khalsa villages.

ARTICLE XI.

During the term of this agreement should the British Government come to an understanding with the Portuguese Government regarding its Abkari arrangements at any time the Raja shall at once modify his arrangements for the taxation and disposal of toddy in the 21 villages specified in clause one in such manner as may be necessary to bring them into accord with the arrangements made by the British and Portuguese Governments.

ARTICLE XII.

The Raja of Dharampor engages on behalf of himself his heirs and successors to conduct the Abkari Administration of his State in accordance with the principles laid down in the foregoing articles namely to maintain the same Abkari Law and rules as may be in force in the adjoining British Collectorates : to impose rates of taxation on liquor equivalent to those in force in the adjoining British Collectorates : so to manage his Abkari Administration that injury shall not be caused by it to the Abkari revenue of the British Government : and to make his arrangement in consultation when necessary with the Agent to His Excellency the Governor at Surat with this view.

Provided always that this article does not bind the Raja of Dharampor to any arrangement injurious to the legitimate interests of the State revenue and the Abkari Administration of the adjoining British Collectorates will be so managed as not to cause any injury to the legitimate Abkari revenue of the Dharampor State.

Executed at Dharampor this 27th day of May 1897.

MAHARANA SHRI
MAHANDEVY N. RANA,
Raja of Dharampor.

Witness.
TRIKUMLAL DEENANATH,
Dewan.
BHIKHABHAI HARIBHAI,
Naib Dewan.
J. S. SETHAN,
Head Clerk.
MAHIPUTRAM DAPBHAI,
Agency Clerk.

THE AGENT TO H.E. THE GOVERNOR SURAT

R. A. L. MOORE,
Agent to His Excellency the Governor at Surat

IV.—JAUHAR.

There is no accurate account to be obtained of the rise of the Jauhar family; but it is believed that up to the time of the Muhammadan invasion of the Deccan, and a little later, the greater part of the northern Konkan was held by Koli Chiefs. Jayaba Mukna was one of the most prominent of these, and had Jauhar for his head-quarters. His son, Nim Shah, was recognised as Raja of Jauhar by the Emperor of Delhi in or about 1343, and the present Chief is believed to be directly descended from him, and to be almost the last, if not the last, of the Chiefs of the Koli caste. Nim Shah's country is said to have contained 22 forts and yielded 9 lakhs of revenue. From the time of Nim Shah very little was heard of the Jauhar State for three or four hundred years. The Moghals never appear to have attempted to exercise any authority over it, and the Portuguese, who held the coast of the northern Konkan during the sixteenth and seventeenth centuries, never interfered more in the affairs of the inland districts than was necessary to prevent aggression on their own. Shivaji and his descendants, in like manner, left this wild country to take care of itself, and it was not until the power of the Peshwas was well established that they interfered. After they had taken the coast of the northern Konkan from the Portuguese in 1739-40, they began to annex such of the inland districts as seemed of any value, and in this way they gradually took a good part of the possessions of the Raja of Jauhar. The revenue of the State before this is said to have been about 3½ lakhs. But after constant aggression on the part of the Marathas, the then Raja, Patang Shah II, in 1782 was glad to enter into an arrangement with the Peshwa, by which, in return for an annual tribute of Rs. 1,000, and a nazarana on the investiture of every new Raja, he and his family were confirmed in the small remainder of their possessions, yielding then a revenue of about Rs. 20,000.

On the death of Patang Shah II in 1798 the Peshwa allowed his eldest son, Vikram Shah III, to succeed, but made him agree to manage his affairs in submission to the Peshwa's Government; to pay a succession fee of Rs. 3,000; and to be subject to the supervision of the mamlatdar of Trimbak. Vikram Shah III died without heirs in 1821, but shortly after his death a son, named Patang Shah, was born. The succession was disputed by the widows of two brothers of the late Chief. To prevent disorder the Collector of the northern Konkan was directed to proceed to Jauhar and to make such arrangements as might seem necessary respecting the succession and the administration of the State. Patang Shah III was recognised in 1822 (No. LI) as Raja, and his mother was charged with

the administration till he should be personally qualified to undertake it. The nazarana due to the British Government was remitted as an act of grace, without affecting the right of Government to claim it on any future occasion.

Before his death in June 1865 Patang Shah III had adopted Narayan Rao, grandson of Madhav Rao, Patang Shah's uncle. This Narayan Rao, called Vikram Shah IV, died in July 1865. Narayan Rao's young widow, Rani Lakshmibai, at the advice of Gopikabai, Narayan Rao's mother and guardian, adopted as her son Malhar Rao, also called Patang Shah IV, who was then about ten years of age. The adoption of Patang Shah was sanctioned, and a nazarana of Rs. 20,000 was paid to the British Government. During the minority of Patang Shah, Rani Gopikabai was appointed regent, and the administration of the State was carried on by a Karbhari, under the supervision of the Collector and Political Agent of Thana. The Regent, Rani Gopikabai, died in 1875, and then the direct management of the State was assumed by the Political Agent. Raja Patang Shah was educated in the Poona High School, and, after he reached his majority in 1877, was entrusted with full administrative powers.

In 1880 the Raja entered into an Agreement (No. LII) for a term of five years, by which, among other conditions, he undertook that the law of his territory as regards abkari should be the Bombay Abkari Act of 1878, or any law which might be substituted for that act in the Bombay Presidency, and that his entire abkari revenue should be farmed to the Bombay Government for a term of five years, from the 1st April 1880, in consideration of an annual payment of Rs. 32,000 for all abkari rights in the Jauhar State. The agreement was renewed in 1888 with effect from April 1885; again in 1894; and lastly in 1904, extending the period of the contract to the 31st July 1914.

In 1881 an Agreement (No. LIII) was entered into between the Jauhar State and the British Government, by which both parties agreed to abstain from levying any kind of transit duty or toll on the road from Talauli to Dahanu Station, provided that the British Government constructed the road and kept it in good repair.

In the same year (1881) the Raja entered into an agreement by which he undertook to prohibit the cultivation of the poppy and the illicit importation of opium into his State. A fresh Agreement (No. LIV) was made in 1898.

In 1888 an Agreement (No. LV) was entered into between the Jauhar State and the British Government regarding the extradition and

punishment of subjects of the Jauhar State, who may be charged with having committed certain offences in Portuguese India.

In 1890 the Raja received a Sanad (No. LVI) guaranteeing him the right of adoption. In the matter of succession the family follows the rule of primogeniture.

In 1904 the Raja made over the management of the hemp drugs farms of his State to the British Government, and it was subsequently agreed that this arrangement should continue in force up to the end of March 1906. The Raja has agreed to the further extension of this agreement up to the 31st March 1911.

Raja Patang Shah died on the 27th January 1905, and his eldest son, Krishna Shah, who was born on the 19th November 1879, was installed on the 19th May 1905.

The Raja has second class jurisdiction, which gives him power to try capital offences in the case of his own subjects only, without the express permission of the Political Agent. He has otherwise full jurisdiction over Native and British subjects committing crimes in his territory, subject always to the control of the Political Agent, should there be ground for intervention on his part. Except the succession fee, the Raja pays no tribute to the British Government.

The State of Jauhar covers an area of 310 square miles, and yields a gross revenue of about Rs. 1,34,024. The population, according to the census of 1901, is estimated at 47,538, composed chiefly of Kolis and Warlis, Kathkaris, and other low-caste tribes.

The State possesses (1905) 1 serviceable gun, and 45 armed police.

Jauhar is liable to the nazarana rules.

No. LI.

TRANSLATION of a MEMORANDUM of a SETTLEMENT made for the SUWASTHAN JOWAR by SAVILLE MARRIOTT, ESQ., COLLECTOR and MAGISTRATE of the NORTHERN CONCAN, attended by some Officers and a detachment of troops, on behalf of the HONOURABLE the GOVERNOR in COUNCIL of BOMBAY at MOUZA KOORUN, in the JOWAR TERRITORY, on the 16th December 1822.

ARTICLE 1.

Being in camp at Mouza Koorun on the 13th of the present month, a proclamation was issued to the inhabitants, stating that the Honourable Company have confirmed Puttung Shah, Raja of Jowar, on the throne of his ancestors, and that Puttung Shah Raja's mother, Sugoona Bai, Ranee, is charged with the due administration of the Suwasthan until the said Puttung Shah shall be personally qualified to undertake it, and that all the inhabitants are enjoined to obey the orders of Sugoona Bai Ranee. This proclamation being publicly notified at the Durbar Cutcherry at my head-quarters, the investiture was duly conferred.

ARTICLE 2.

Sugoona Bai Ranee will conduct the affairs of the Jowar government in behalf of the Rajah, but should any violent proceedings be resorted to by any person in the Suwasthan Jowar, including the pergunnah Gunjad, assistance will, if necessary, be rendered by the British Government to quell such acts.

ARTICLE 3.

The claims of the different branches of the Jowar family and their connexions with that State having had mature consideration, as well as the revenues derivable from the Suwasthan Jowar, including Gunjad, it has been determined to allot specific payments from the joint revenue of these districts to the members of that family in the order and proportion as follows:—

	Rs.
To Luximee Bai and her son Pratap Rao, jointly per annum . . .	1,500
Saveetree Bai *alias* Rumma Bai, and her son Tookaram, jointly per annum	500
Dhondee per annum	200
Dhewba Rao Mooknay Rajkoovur per annum	200
Rupees	2,400

making together rupees two thousand four hundred, and Sugoona Bai should personally satisfy herself that the full amount, as specified above, is made to each person respectively.

ARTICLE 4.

The revenues of the Suwasthan Jowar being small, and the dissensions in the family having caused the full expenditure of it in maintaining troops, etc., having had its full weight of consideration, it will be recommended to the Honourable the Governor in Council of Bombay in this instance to waive the British Government's right of demanding and receiving a nuzzur in the present investiture of Puttung Shah Rajah to the guddee of his ancestors, but the power of remitting it rests with that authority.

ARTICLE 5.

Independent of the differences that existed in regard to the Pergunah Gunjad, there are some petty quarrels in the family of the Suwasthan, to which Sugoona Bai Ranee should give due attention, and settle them amicably between the several parties. If this is not effected mutually the character of the Suwasthan will be lowered and my intentions go unfulfilled. The different members should always be friendly together that no disturbance may exist.

ARTICLE 6.

Dhewba Rao Mooknay Rajkoovur should avoid for the future his seditions and other illegal acts of conduct. To effect this object Sugoona Bai Ranee should keep a watchful eye over his acts, and if he resorts to illegal measures in the Suwasthan Jowar, he is to be immediately imprisoned there, or receive such other punishment as the laws of the country direct, or should he come within my jurisdiction the Comavishdar of the district in which he may be to be writ to, who will give every assistance to secure him: to this end separate orders will be addressed to Comavishdars of Soubahs in my jurisdiction. Moreover, the said Dhewba Rao having been, under date the 14th of the present month, allowed an annual sum of rupees two hundred, payable by the Suwasthan, which is considered sufficient for his subsistence, he was verbally directed to discharge the armed men he raised, with the exception of two, which he was allowed to retain, within five days from the above date. Whether or not this order is conformed to by the Mooknay, Sugoona Bai Ranee is to make herself personally satisfied with.

ARTICLE 7.

Sugoona Bai Ranee will personally exert herself to the maintenance of the peace and welfare of the territory under the Suwasthan; will look to the bringing of land into cultivation, as its appearance seems to indicate great fertility.

ARTICLE 8.

For the present a Soubahdar and a party of sepoys are sent to Jowar with the view to preserve the Rajah and the Suwasthan; this party will remain at that station two or three months, or until I am satisfied that Sugoona Bai Ranee can by her own authority and means fully execute the charge which has devolved upon her in behalf of her son Puttung Shah Rajah. The above Soubahdar Luxmon Manay and his party have been instructed by Captain Wood as to the manner of their conduct; a copy of these instructions I send you separately. By this you will be satisfied of the desire which the British Government feels for the prosperity of yourself and Suwasthan.

(True translation.)

(Sd.) S. MARRIOTT,
Collector.

Approved by the Bombay Government on 22nd February 1823.

NO. LII.

AGREEMENT between the Political Agent of Thana, acting under the authority of HIS EXCELLENCY THE VICEROY AND GOVERNOR GENERAL in COUNCIL, on behalf of the British Government on the one hand, and PATANGSHA VIKRAMSHA, RAJAH or JAWHAR, on behalf of himself, his heirs and successors on the other hand, regarding the ABKARI administration of the JAWHAR STATE,—1880.

Whereas the agreement between the above-mentioned parties, under date January 28th, 1880, recited in full below, on the subject of the Abkari administration of the Jawhar State, ceased and determined on March 31st, 1885, it is hereby provided, and the respective parties agree, that it be continued in all particulars as before for a further period of 9⅛ years or from April 1st, 1885, to July 31st, 1894.

Agreement dated 28th January 1880.

The object of this agreement is the improvement of the administration of the Abkari revenue of the Jawhar State on the same principles on which the administration of the Abkari revenue of the Thana Collectorate adjoining the Jawhar State has recently been improved in accordance with the provisions of the Bombay Abkari Act of 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorate or the Jawhar

State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other. With this object it is agreed as follows :

1. The Raja of Jawhar engages that the law of his territory as regards Abkari shall be Bombay Abkari Act of 1878, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

2. In order that the new system of Abkari administration in Jawhar may be effectually organized on the principles of the Bombay Abkari Act, the Raja engages hereby to farm his entire Abkari revenue to the Bombay Government for a term of five years, from 1st April 1880 to 31st March 1885, in consideration of an annual payment of Rs. 32,000 for all Abkari rights in the Jawhar State. This sum to be paid in equal moieties half-yearly from the Thana Treasury on 10th September and 10th March of each year.

3. During the term of the farm the administration of the Abkari revenue of Jawhar will be conducted by the Political Agent on the following principles :

(*a*) The rates of taxation of liquor in the Jawhar State and in the Collectorate to be equivalent.

(*b*) Reasonable facilities for obtaining a supply of liquor for consumption to be afforded to the people of the Jawhar State as to the people of the Collectorate.

(*c*) The retail selling price of liquor to be the same in the Jawhar State and in the Collectorate so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

Note.—Under the last stipulation it will not be necessary to forbid sale of liquor in Jawhar shops to British rayats or *vice versâ*.

4. But during the term of the farm the Political Agent will consult the Raja regarding details of Abkari administration, such as the number and position of liquor shops, the persons to receive retail licenses, and the like, and will consider the wishes of the Raja on such points.

5. It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy-producing trees, or in the land on which they stand.

6. On his part the Raja engages cordially to co-operate in carrying out the provisions of the Abkari law and rules, and to do his best by himself and his officers to prevent all illicit possession, manufacture, sale, transport, etc., of liquor or of the materials or implements used for its manufacture in accordance with the provisions of the Act and of any rules which may be made under it.

7. It is understood that all offences against the Abkari law will be cognizable under section 51 of the Abkari Act by the Jawhar Criminal Courts in the same manner as other offences are cognizable.

8. During the term of the farm the Abkari accounts of the Jawhar State will be kept separately from those of the Thana Collectorate, and an annual account given to the Raja for his information.

9. At the conclusion of the five years' farm the management of the Abkari revenue of the State will revert to the Raja.

10. He engages thereafter to conduct his administration of it in accordance with the principles laid down in the preamble of this agreement, namely,—

To maintain the same Abkari law and rules as may be in force in the Thana Collectorate:

To impose rates of taxation on liquor equivalent to those in force in the Collectorate:

So to manage his revenue as that injury shall not be caused by it to the Abkari revenue of the Collectorate and to make his arrangements in consultation, when necessary, with the Political Agent with this view or to again sell the farm of the State Abkari to the British Government for whatever may, at the expiration of five years, appear a fair and reasonable price to both Governments.

Provided always that this article does not bind the Raja to any arrangements injurious to the legitimate interests of his State or revenue, and that it is understood that the Abkari revenue of the Collectorate will in like manner be so managed as not to cause injury to the legitimate Abkari revenue of the Raja.

11. This agreement, if approved by the Government of Bombay, to come into force from 1st April 1880.

Witnesses,

(Sd.) (In Vernacular.) (Sd.) G. VIDAL, *Collector and Political Agent, Thana.* (Sd.) PATANGSHA, *Raja of Jawhar. 24-5-1888.*

(Sd.) R. M. JOG, *Secretary.*

Witness,

(Sd.) WASUDEO MAHADEO, *Head Clerk to the Collector of Thana*

Approved and confirmed by His Excellency the Viceroy and Governor General in Council.

SIMLA, *The 27th July 1888.*

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

NO. LIII.

AGREEMENT regarding the JAWHAR and DAHANU STATION ROAD, 1881.

1. The road from Jawhar to the boundary of the State between Talowli and Saweh villages to be constructed and repaired by the Jawhar State.

2. Westward of the boundary between Talowli and Saweh the road up to the Dahanu Railway station to be constructed by the British Government and to be repaired by it, the State providing the land for that portion of the road passing through it.

3. The road to be constructed by the British Government, to be either a cleared, moorumed or metalled road, as the Executive Engineer, Thana, may suggest.

4. The British Government guarantee not to levy tolls, duty, or fee whatever on any of the carts, animals, goods or traffic on that portion of the road constructed and repaired by it, *i.e.*, between Talowli and Dahanu station.

5. The Jawhar State on the other hand guarantees that it will levy no toll, duty, or fee whatever on any of the carts, animals, goods or traffic on the roads westward of its Talowli boundary, and up to Dahanu station.

JAWHAR, *The 30th April 1881.*

(Sd.) P. V.
Raja,
(Sd.) W. B. M.,
Political Agent.

NO. LIV.

AGREEMENT between the POLITICAL AGENT, THANA, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL, on behalf of the British Government, and RAJA PATANGSHA VIKRAMSHA OF JAWHAR on behalf of himself, his heirs and successors, regarding the manufacture, consumption, and sale of opium in the JAWHAR STATE.

Whereas in accordance with the existing relations between the British Government and the Raja of Jawhar, the cultivation of poppy and the manufacture of opium are prohibited in the Jawhar State and no opium may be consumed in the said Jawhar State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of the Raja of Jawhar hereinafter contained, the British Government has agreed to relinquish 20 per cent. or one-fifth of the said duty on all opium that shall be hereafter conveyed into the said Jawhar State for consumption therein in accordance with the said covenants.

2. Raja Patangsha Vikramsha of Jawhar agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only, namely:—

(*a*) by direct importation from Malwa and Rajputana; or

(*b*) by purchase in Bombay; or

(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Nasik;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of Nasik;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of Nasik ;

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Reve nue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Thana and Nasik in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Customs, Salt, Opium and Abkari, from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Jawhar duly fulfils the foregoing covenants 20 per cent. or one-fifth of the duty payable to the British Government on any opium conveyed into the territory of Jawhar in accordance with the relations between the British Government and him as recited in the preamable to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the 20 per cent. or one-fifth of the amount of the duty which has been so paid shall be refunded to the Raja of Jawhar.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Raja of Jawhar from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Jawhar, this 5th day of January 1898.

PATANGSHA,
Raja of Jawhar.

R. P. BARROW, *Collector*
and Political Agent, Thana.

No. LV.

AGREEMENT between the COLLECTOR and POLITICAL AGENT, THANA, acting under the authority of HIS EXCELLENCY THE VICEROY AND GOVERNOR GENERAL of INDIA IN COUNCIL, on behalf of the British Government on the one hand, and PATANGSHA VIKRAMSHA MUKHIM, RAJA of JAWHAR, on behalf of himself, his heirs and successors, on the other hand, regarding the extradition and punishment of subjects of the Raja who have committed offences in PORTUGUESE INDIA,—1888.

ARTICLE 1.

The British Government engages to surrender to the Raja of Jawhar any of his subjects who may be charged with having committed in Portuguese India any offences specified in the schedule hereto annexed, and who may be found in British India.

ARTICLE 2.

The surrender above-mentioned will be made in accordance with such procedure as the Governor-General of India in Council may from time to time prescribe.

ARTICLE 3.

The Raja of Jawhar engages to cause the person so surrendered to be tried, according to the laws of the Jawhar State, for the offence which he may be charged with having committed in Portuguese India, and on conviction will cause him to be suitably punished.

Schedule referred to above in Article 1.

Description of Offence.	Sections of the Indian Penal Code which apply to such offences.
Murder, culpable homicide not amounting to murder, and causing death by rash or negligent act	299 to 304A
Attempt to commit murder or culpable homicide	307, 308, 511
Voluntarily causing hurt	319 to 333
Or grievous hurt	335 and 338
Rape	375 and 376
Kidnapping, abduction, concealing kidnapped person, slave-dealing or selling minors for immoral purposes	360 to 373
Immodest assault on a woman	354
Causing miscarriage and abortion	312 to 316

Schedule referred to above in Article 1—concluded.

Description of Offence.	Sections of the Indian Penal Code which apply to such offences.
Exposure or abandonment of a child	317
Thefts	378 to 382
Extortions, robberies, dacoities, attempts to commit robbery and belonging to a gang of thieves	383 to 402
Criminal misappropriations and criminal breaches of trust	403 to 409
Receiving stolen property	410 to 414
Cheating	415 to 420
Lurking-house trespass, house-breaking	443 to 446
Fraudulent bankruptcy and fraudulent disposition of property	206, 208, 421 to 424
Dishonest opening of closed receptacle containing property	461 and 462
Being a thug	310, 311
Belonging to a band of dacoits or robbers	400 and 401
Aggravated cases of wrongful confinement	344 to 348
Mischief by fire or explosive substance	435, 436 & 438
Mischief to a vessel or after preparation to cause death, hurt or wrongful restraint	437, 439, 440
Counterfeiting or altering money or uttering counterfeit or altered money, making or possessing instrument for above purposes	230 to 254
Counterfeiting or fraudulently using Government stamps issued for purposes of revenue	255 to 263
Forgery and using of forged documents and making of seals for fraudulent purposes	463 to 468, 470 to 477
Use of false trade mark or property mark, and frauds connected with such marks	478 to 489
Giving or fabricating false evidence to cause a person to be convicted of an offence and subornation of the same	194 and 195
Illegal gratification taken by a public servant or to influence a public servant	161 to 165
Causing the evidence of the commission of any offence to disappear	201
False certificate or declaration made by public servant, or used by any person as evidence	197 to 200
Escape from lawful custody on accusation or conviction of any crime specified in this Schedule	224
Crimes against other laws.	
Piracy by law of nations.	
Assaults on board a ship on the high seas with intent to destroy life or to do grievous bodily harm.	
Sinking or destroying a vessel at sea or attempting or conspiring to do so.	
Revolt or conspiracy to revolt by two or more persons on board a ship on the high seas against the authority of the Master.	
Abetment of or attempt to commit any of the foregoing offences.	

Dated at Jawhar this the fourth day of June one thousand eight hundred and eighty-eight.

Witness,
(Sd.) SHIVRAM NILKANT,
Karbhari.

Witness,
(Sd.) WASUDEV MAHADEV,
Head Clerk to the Collector and Political Agent, Thana.

(Sd.) PATANGSHA,
Raja of Jawhar.

(Sd.) G. VIDAL,
Collector and Political Agent, Thana.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

(Sd.) H. M. DURAND,
Secretary to the Government of India, Foreign Department.

SIMLA,
The 20th August 1888.

NO. LVI.

ADOPTION SANAD granted to PATANGSHA VIKRAMSHA MUKHIN, RAJA of JAWHAR—1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the treaties, grants or engagements which record its obligations to the British Government.

SIMLA,
The 23rd June 1890.

(Sd.) LANSDOWNE,
Viceroy and Governor-General of India.

V—JANJIRA.

It is not known at what time the Abyssinians established themselves on the western coast of India, but at a very early date the Sidis were admirals of the Muhammadan fleet, and held jagirs from the kings of Bijapur, which were attached to the office to meet the expense of the marine. The great maritime depôt was Danda Rajpuri, in the middle of which stands the island of Janjira. At the time of Shivaji's rise the principal Abyssinian was Wazir Fateh Khan, one of Shivaji's most formidable enemies, against whose fort of Janjira the Marathas erected batteries for many successive years. Seduced by the promises and threats of Shivaji, Fateh Khan was on the point of joining the Maratha cause when he was seized and put in confinement by three of his subordinate officers, one of whom, Sidi Sambal, assumed the command and put the Bijapur fleet and the jagir under the authority of the Emperor of Delhi in consideration of assistance given by the Moghal government of Surat.

In 1678 Sidi Sambal, who had received the title of Yakut Khan from Aurangzeb, was superseded in the command by Sidi Kasim Yakut Khan, who held the fort against all the efforts of the Marathas, and made frequent inroads into their districts, from which he levied contributions. Sidi Kasim died in 1707, and was succeeded by Surur Khan. With this Chief the British Government entered into an offensive and defensive alliance (No. LVII) in 1733, the main object of which was to put a stop to the piracies committed by the Chiefs of Kolaba and to procure the restoration of territories taken from the Sidis by the Marathas. From this time the Sidis were firm allies of the British Government, whose ships were spared in the general piracies which they committed. Sidi Surur died about 1734, leaving several sons, the eldest of whom, Sidi Abdulla, was murdered by his brothers, who usurped the government. Sidi Rahman, one of the brothers, who was absent from Janjira, and was not concerned in the conspiracy, threw himself on the support of the Peshwa Baji Rao. The Peshwa besieged Janjira, and, although unable to take the place, compelled the usurpers to enter into a treaty giving up seven districts to Sidi Rahman and ceding five of their forts to the Marathas. Sidi Rahman was removed from power in 1739, and his brother, Sidi Hasan, was appointed in his place. On the latter's death in 1745, the Chiefship of Janjira was for a time usurped by one Saiyid Allana, but was recovered in the following year by the rightful heir, Sidi Ibrahim Khan. In 1762 Sidi Ibrahim was murdered by his slave, Yakut, who usurped the Chiefship, to the prejudice of the late Chief's brother, Sidi Abdur Rahim, who was generally considered the nearest

heir. Ineffectual endeavours were made by the British Government to compromise the dispute, but Abdur Rahim would yield nothing of his claim. A military force was sent by the British Government to compel him to submit, whereupon he fled to Poona. Another unsuccessful attempt was made in 1768 to effect a compromise, but four years afterwards, as it was feared that the Peshwa might support Abdur Rahim, an accommodation (No. LVIII) was effected, by which Abdur Rahim was put in possession of Danda Rajpuri in subordination to Sidi Yakut, who also promised him the succession to Janjira. Abdur Rahim accordingly succeeded Sidi Yakut, and on his death in 1784 bequeathed the principality to his eldest son, Abdul Karim Khan, called Balu Mian. But Sidi Yakut's will had bequeathed the State to Abdur Rahim's second son, who, during his minority, was to be under the guardianship of Sidi Jauhar, a personal friend of Sidi Yakut, and governor of the fort of Janjira. Sidi Jauhar, with the view of securing his own regency, asserted the pretensions of the youth, but Balu Mian fled to Poona, taking his younger brother with him. It had always been the ambition of the Peshwa to obtain possession of Janjira, and he was now preparing to reduce it, when the British Government, after the conclusion of the alliance with the Peshwa against Tipu, being anxious to dissolve the offensive and defensive alliance with Janjira, which circumstances rendered it impracticable any longer to preserve with consistency, negotiated and ratified an Engagement (No. LIX), dated the 6th June 1791, between Balu Mian and the Peshwa, by which the former ceded to the Peshwa Janjira and his other possessions, receiving near Surat lands yielding Rs. 75,000 a year, to be afterwards increased to the value of the revenues of Janjira and its dependencies as collected in the most productive of the ten preceding years.

The Peshwa, however, does not appear ever to have been able to establish his influence in Janjira, and the State remained virtually independent, at least in its internal administration. Ibrahim Khan, to whom in all probability the government was resigned by Sidi Jauhar, was succeeded in 1826, after a rule of about 24 years, by his eldest son, Sidi Muhammad Khan.

In 1834 the British Government declared Janjira to be subject to the British power, and, in virtue of the British supremacy, abolished the Native mint, from which debased coinage had been issued.

In 1848 Sidi Muhammad abdicated in favour of his son, Sidi Ibrahim Khan. In 1867 a warning was conveyed to the Chief of Janjira, in consequence of his oppressive treatment of one of his subjects, that the British

Government would hold him responsible for any abuse of power which might be brought home to him, and he was urged to provide an independent tribunal for the trial of serious offences. Two years later another instance occurred of the cruelty of the Chief, which resulted in the death of two men. He was therefore deprived of all criminal jurisdiction, and a British officer, with limited judicial powers, was appointed to the political charge of the State. The civil and revenue jurisdiction was left in the hands of the Chief.

In 1870, during the absence of the Chief at Bombay, the administration of civil justice fell into disorder, and the irregularity in the collection of revenue gave rise to numerous disputes. The Sidi Sardars, indignant at the Nawab's prolonged residence in Bombay, at his extravagance, and at his employment of Hindus instead of Muhammadans, formally deposed the Nawab, and elected his son as Chief in his stead, pleading in justification of their proceedings that by ancient usage they had a right to interfere in the government of the State. A British officer was deputed to Janjira to enquire into the relations between the Nawab and his Sardars, the alleged dissatisfaction of the people with the Nawab's rule, and the conditions under which his authority might be re-established. The result of this enquiry was to establish the fact that, although the Sardars had from time to time exercised an irregular power of interference in the government, no claim to exercise this power had been preferred since the establishment of the paramount authority of the British Government, by which the Nawab has always been treated as the sole responsible ruler. Although a certain amount of discontent was found to exist at Janjira, the general disaffection did not appear to be such as should preclude the return of the Chief under proper security for the better management of the State. Accordingly it was decided to restore the Nawab on certain conditions. These were embodied in a formal Agreement (No. LX) and accepted by the Nawab who was formally reinstated in December 1870.

Sidi Ibrahim Khan was granted a personal salute of 9 guns on the occasion of the Delhi Darbar on the 1st January 1877 ; the salute was made permanent in 1878.

On the death of Sidi Ibrahim Khan in 1879 the succession was contested by his eldest illegitimate son, Sidi Muhammad Khan Bakhshi. Government, however, recognised the claim of the youngest and only legitimate son, Sidi Ahmad Khan, who accordingly succeeded to the Chiefship on the 11th June 1879. He was born on the 31st August 1862.

In 1884 the Nawab entered into an Agreement (No. LXI), by which he undertook to assimilate his customs system to that in force in British India; to prohibit the manufacture of illicit salt, and its importation into his dominions; to prevent the cultivation of the poppy in his State, and the importation of illicit opium; and to make over to the British Government, on certain conditions, the management of the abkari revenue of his country. In consideration of these concessions he receives Rs. 13,000 a year from the British Government, and is supplied with salt and opium on favourable terms.

A further Agreement (No. LXII) between the Nawab and the British Government, in modification of and in continuation of the agreement of 1884, was ratified in 1894, by which the management of the abkari revenue was made over to the State on certain conditions.

Nawab Sidi Ahmad Khan was appointed a Knight Commander of the Indian Empire on the 1st January 1895, and was promoted to be a Knight Grand Commander of the same Order on the 1st January 1906.

The area of Janjira is 324 square miles; the gross revenue amounts to Rs. 4,42,593; and the population, according to the census of 1901, is 85,414. The Sidi pays no tribute. The Nawab also owns the dependency of Jafarabad in Kathiawar,* which yields a gross revenue of about Rs. 59,724, and has an area of 53 square miles, and a population, by the census of 1901, of 12,097.

Janjira possesses (1905) 18 Imperial Service infantry, 14 artillery men, 11 serviceable and 168 unserviceable guns, and 74 armed police.

On the 1st January 1903, on the occasion of the Delhi Coronation Darbar, the Nawab of Janjira's salute was permanently raised from 9 to 11 guns.

* See Jafarabad, Vol. VI.

No. LVII.

ARTICLES by which the ENGLISH NATION and the SEEDEES of JINJEERA of RAJAHPORE have adjusted an ALLIANCE, DEFENSIVE and OFFENSIVE, on the COAST of INDIA—1733.

For to establish upon a firm and lasting foundation a perpetual alliance and sincere friendship betwixt the governments of Jinjeera and Bombay, Seedee Saut, Seedee Ombar Affaja, Seedee Mossoot, and the other principal Seedees residing in the said Jinjeera, have agreed and settled with the Honourable Robert Cowan, Esq., President and Governor for the Honourable English Company, etc., in Council.

ARTICLE 1.

That they shall make a league against all the enemies of both governments in India (Europeans, subjects of the kings of Hindostan, Persia, Arabia, and China excepted), and particularly against Angria, both governments making a vigorous war by sea and land, not regarding any offers of peace from that enemy, and neither of the two allies shall hear alone nor particularly anything relating to peace, unless both are present at the same time anything is proposed, and are to resolve on nothing without the consent of both governments.

ARTICLE. 2.

That in case one of the two governments may have an enemy that is in amity with the other, in such case the league is only to be defensive, and must not fail on any pretence to assist them that are invaded; and in case of any invasion, the government that is in amity with the aggressor shall interpose their good offices as mediators to accommodate the differences that have happend.

ARTICLE 3.

As to the union of the forces of Bombay and Jinjeera in their actions against Angria, as well by sea as by land, all the marine forces of Bombay are to be in conjunction with those of Jinjeera, who are to be commanded by their own proper officer, yet he is to act as subordinate to the chief commander of the English forces, as being more experienced in sea-fighting, and the fleet of Bombay of greater force; and as in Bombay there is no more infantry than is sufficient for their garrisons, the necessary land forces are to be provided by the Seedees of Jinjeera.

ARTICLE 4.

And likewise, in case the territories of the Seedee should be invaded by any power that is an enemy to both governments, they are to be assisted with all the marine force of Bombay; and in case that the Government of Bombay

should be invaded by any power that is an enemy to both governments, they shall be assisted from Jinjeera with thirty fighting gallivats and two thousand sepoys.

ARTICLE 5.

That all that is taken in this war by sea by the united forces of both governments shall be given to the English, and what shall be taken by land shall be given to the Seedees, according as is expressed in the 6th and 7th Articles.

ARTICLE 6.

And if God shall be pleased to give this alliance the desired success, and that Angria shall be expelled the fort of Cundary by the united forces of both governments, that place shall be given to the English with all the ammunition and artillery that shall be found therein, and all the other forts that shall be taken from the said enemy shall be given to the Seedee with all the ammunition and artillery found in them, except Colaba, which shall be entirely demolished with all its bulwarks and batteries, so as one stone shall not be left above another, and shall never be rebuilt without the consent and pleasure of both governments; and the revenues and produce of the lands annexed to that fort, and whatever tribute belongs to it (except royal grants and possessions in the hands of the ancient proprietors), shall be annually and equally divided, half to the English and the other half to the Seedees of Jinjeera, and the care and security of these lands is to be provided for by both.

ARTICLE 7.

In the place called Mopaut, betwixt the rivers of Nagotan and Penn in the district of Colaba, the English may build, if they think proper, a warehouse and small fort with artillery sufficient for the better security of those lands and their roads, and the conveniency of merchants trading, putting a garrison therein, and the customs and other rents that shall be recovered shall be annually and equally divided, half to the English and half to the Seedees of Jinjeera, and likewise they shall equally pay the charges of building the fort and its garrison, and both governments shall take care to encourage trade and preserve the subjects.

ARTICLE 8.

That all the ammunition that shall be expended in the war, as well by sea as by land, by either of the governments, shall be on their respective accounts, and in case one should be necessitated to take of the other, if they can spare it, they are to give it for its just price.

ARTICLE 9.

If any robberies are committed on either side, restitution is immediately to be made to the persons wronged.

ARTICLE 10.

That deserters who put themselves under the protection of either government shall not be delivered up if they have committed a crime worthy of death.

ARTICLE 11.

That the Seedees of Jinjeera shall upon no pretence hereafter issue out their passes to the shipping and people of Angria.

ARTICLE 12.

That after Colaba is taken with its dependencies, if it should be attacked by the enemy, the charges of the forces that shall be left for its defence shall be equally defrayed by both governments.

ARTICLE 13.

That after the ratification of these Articles, by which the league is adjusted, we are immediately to put them in execution.

This 10th day of the month Rujjub, and the 16th year of His Majesty's reign and 1146 of the Law, or the 6th of December 1733.

Khayrit Khan's Seal.

Seedee Abdull Rehman's Seal.

Seedee Yakoot Khan's Seal.

Seedee Saut's Seal.

Seedee Mosoot's Seal.

Seedee Sumbhole's Seal.

Seedee Ombar's Seal.

Confirmed by the Honourable the President in Council of Bombay on the 11th December 1733.

SECRET ARTICLE adjusted betwixt the GOVERNMENTS of BOMBAY and JINJEERA of RAJAHPORE, signed and published the same time as was the GENERAL TREATY of ALLIANCE.

In equipping a fleet to chastise and destroy the enemy Angria, the Government of Bombay have expended Rupees two lakhs; that the same be effectually represented to court, and the King's order obtained upon the Governor of Surat for the payment of Rupees three lakhs on account of the tunkha of the fleet and forts, which order we oblige ourselves to deliver to the Government of Bombay, in which order it shall be expressed that the said money shall be paid out of the treasury of Surat to the Government of Bombay, and after the said Rupees three lakhs are received from the Surat government, they shall take to themselves Rupees two lakhs, and one shall be given to the Seedees of Jinjeera.

This 11th of the month Rujjub, in the 16th year of His Majesty's reign, or the 7th of December 1733.

Khayrit Khan's Seal.	Seedee Abdull Rehman's Seal.	Seedee Yakoot Khan's Seal.

No. LVIII.

WHEREAS a difference has subsisted between SEEDEE YAKOOT KHAN and SEEDEE ABDOOL RAHEEM KHAN, who have left their dispute to the decision of the GOVERNOR of BOMBAY, of their own free will, he has settled the following ARTICLES to be entered into between them; if they act contrary thereto, they will fall under the displeasure of the HONOURABLE COMPANY—1772.

ARTICLE 1.

That Seedee Abdool Raheem Khan shall live at Rajepore as Subadar with seven hundred men under his command, whose pay he shall pay out of the rent of 2½ tuppas agreeable to the Sircar's rule, which tuppas shall be let out to him at farm, excepting five villages belonging to Seedee Yakoot, and he shall pay the balance, if any due after paying for the above seven hundred men, into the Sircar annually, tendering the account thereof to Seedee Yakoot Khan.

ARTICLE 2.

That Seedee Yakoot Khan will allow Seedee Abdool Raheem Khan certain villages and oarts for his house expense.

ARTICLE 3.

That Seedee Abdool Raheem Khan shall take such care of the Conkery and its town walls as he may think proper, with orders from Jinjeera, and will not admit any man belonging to the foreign durbar to come in without orders from Jinjeera, and will not let any man pass or repass by Moorad gate without orders from Jinjeera as usual.

ARTICLE 4.

That Seedee Abdool Raheem Khan shall write no letter to the foreign durbars without orders from Jinjeera, neither shall he keep any man who might go to him from Jinjeera upon disgust.

ARTICLE 5.

That Seedee Abdool Raheem Khan shall make no command in the country, nor has he anything to do with the fleet; only the Sircar has power over the country and fleet.

ARTICLE 6.

That Seedee Abdool Raheem Khan has no manner of business with the town and government; the Sircar's officers will remain there and carry on the business as usual.

ARTICLE 7.

That the seal of Yakoot Khan shall be made use of by Yakoot Khan only.

ARTICLE 8.

That Seedee Abdool Raheem Khan shall supply the fort of Jinjeera with cajans, etc., necessaries, as usual, for which he shall have customary abatement in the amount of the farm of the prementioned 2½ tuppas.

ARTICLE 9.

That Seedee Abdool Raheem Khan shall not interfere in any examination of criminal causes for justice, but send the parties guilty thereof to Jinjeera to be examined.

The above nine Articles both contracting parties shall strictly observe and Seedee Abdool Raheem Khan will obey Seedee Yakoot Khan's orders and perform his duty agreeably to the above agreements.

Bombay Castle, 6th June 1772.

No. LIX.

1791.

AGREEMENT between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and the PEISHWA MADHO RAO NARAIN PUNDIT PURDHAUN BAHADUR, settled by MR. CHARLES WARREN MALET, RESIDENT of the said HONOURABLE UNITED EAST INDIA COMPANY at the COURT of POONA, by virtue of the full powers delegated to him by the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, K.G., GOVERNOR-GENERAL in Council, appointed by the HONOURABLE the COURT of DIRECTORS of the said UNITED COMPANY to direct and control all their affairs in the EAST INDIES relative to the FORTS OF JINJEERA, DHUNDA, RAJEPORE, CONSAW, and MEDGUR, with their dependencies in the country of COKUN, now in the possession of the ABYSSINIANS, and of which SEEDEE ABDOOL KUREEM KHAN, commonly styled BALLOO MEEH, was heir, but who has by his own free will and consent resigned, by a written instrument, all claim thereto agreeably to the following Articles:—

ARTICLE I.

I, Seedee Abdool Kureem Khan, have by a written instrument resigned to the Sircar of Rao Pundit Purdhaun Bahadoor all claim to my hereditary territory, with its forts, and all effects, great and small, contained therein, the said Rao Pundit Purdhaun Bahadoor having on his part agreed to grant me and my heirs for ever, free from all claim or incumbrance, and without reserve, a territory under the denomination of altumgah, in the province of Guzerat, on the sea coast in one quarter, and as far as possible contiguous in its parts, yielding a revenue (to be computed from the best collection of the collections of ten preceding years under the Peishwa's government) equal to the revenue of Jinjeera and its dependencies aforesaid, as collected in the most productive year of ten years preceding the present. A portion of the said territory, producing the yearly revenue of Rupees seventy-five thousand, is to be granted me in altumgah; at present the remainder to be put in my possession in the same year that the aforesaid forts and districts may fall into the possession of the Sircar of the said Pundit Purdhaun, in which the condition of contiguity to the former grant is to be observed with all possible punctuality.

ARTICLE 2.

I agree to proceed with my brother, relations, and dependants to reside on the territory previously granted to me, on which, and on that hereafter to be granted, I agree not to construct any fort or place of greater strength than may be necessary for my protection against Grassias and freebooters. I engage to conduct myself peaceably and justly, to create no feuds or disturbances, to join no enemy of the Honourable English East India Company or of Rao Pundit Purdhaun Bahadoor, nor to act hostilely towards them.

ARTICLE 3.

If Rao Pundit Purdhaun Bahadoor should permit any part of my above-mentioned hereditary territory to remain in the possession of any Abyssinian or other person for the promotion of his own objects, or should he, after getting possession of the said territory, dispose of any part thereof by gift or otherwise, no deduction is to be made on that account from my altumgah, of which I am to be put in full possession on the cessation of hostilities between the Peishwa and the said districts of Jinjeera, according to this agreement, on a calculate of the full produce of the revenue of the dependencies of Jinjeera as above mentioned. The said Seedee Abdool Kureem Khan having, by the foregoing three Articles, relinquished all his hereditary titles and possessions to Rao Pundit Purdhaun, and an engagement being thereby entered into between the parties, neither is to deviate therefrom. And Rao Pundit Purdhaun is at liberty to pursue such modes and at such times as he may think proper to get possession of the aforesaid forts and dependencies that are at present in the hands of other Abyssinians, to whom no assistance will be given by the Honourable Company. This being agreed to by the Sircars of the Honourable Company and Rao Pundit Purdhaun Bahadoor, written instruments executed by Rao Pundit Purdhaun on one part, and Mr. Malet on the other, specifying the same, have been exchanged; the said Mr. Malet having engaged to procure and deliver to Rao Pundit Purdhaun Bahadoor a copy, ratified by the Right Honourable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

Signed and sealed in Poona, the 6th June 1791.

The Honourable Company's Seal.

(Sd.) C. W. MALET,
Resident.

Exchanged 12th June 1791.

(Sd.) C. W. MALET.

No. LX.

Articles of Agreement with His Excellency Seedee Ibrahim Khan, Nawab of Jinjeera.

Whereas His Excellency Nawab Seedee Ibrahim Khan has applied to the British Government to reinstate him in the administration of the State of Jinjeera, and whereas Government are willing to reinstate him subject to such conditions as will secure the well-being of the people and a better administration of the affairs of the State, His Excellency Nawab Ibrahim Khan hereby agrees to observe the following Articles of Agreement:—

Article 1.

In all matters of importance the Nawab of Jinjeera agrees to follow the advice of the British Government as conveyed by the Political Officer representing that Government at Jinjeera.

Article 2.

The Nawab will defray all expenses connected with the Agency, the amount of such expenses being fixed by Government from time to time according to what may appear to them necessary for the due exercise of the control now vested in them.

Article 3.

The Nawab will give all proper assistance to the Political Agent and his Assistant in the exercise of the criminal jurisdiction now vested in them, and for this purpose will appoint a competent Magisterial Officer, to be approved by Government, to exercise powers similar to those of a subordinate Magistrate of the first class, and to commit cases for trial by the Political Agent and his Assistant.

Article 4.

The Nawab will maintain an efficient Executive Police force of a strength approved by Government. The officer in charge of such force will be under the control of the Nawab's magisterial officer, and will be his Assistant for Police purposes.

Article 5.

The Nawab agrees to draw up a code of Rules for the guidance of his revenue officers, prescribing the mode of assessing and realizing the revenue and of dealing with defaulters. Such rules when approved by Government to be recognized as the only legal procedure.

ARTICLE 6.

The Nawab agrees to entertain a competent tutor, to be approved by Government, for the education of his son, Seedee Ahmed Khan, and will retain his services so long as Government consider it advisable.

ARTICLE 7.

All complaints and claims brought by the Nawab against Seedee Hossein Jaburtee and others in connection with the recent usurpation, and all complaints and claims which may up to the date of the present Agreement have been brought by Seedee Hossein Jaburtee and others against the Nawab, shall, if not already settled by the orders of Government, be submitted to the arbitration of the Political Agent, subject to the confirmation of Government.

ARTICLE 8.

The Nawab agrees to dismiss Hajee Mahomed Thangay from his service, and engages not to re-employ him either in a public or private capacity.

NO. LXI.

AGREEMENT between SIDI AHMED KHAN NAWAB of JANJIRA and HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL regarding administration of the DEPARTMENTS of CUSTOMS, SALT, OPIUM and ABKARI in HABSAN—1884.

All conventions, agreements or arrangements of whatever kind relating to Customs, Salt, Opium and Abkari existing prior to this agreement are hereby cancelled and in lieu thereof it is mutually agreed as follows :—

ARTICLE 1.—*As to Customs.*

(*a*) The Nawab of Habsan shall, from the date of the execution of this agreement, adopt the British Customs Tariff at all ports in Habsan, and whenever from time to time the British Government may make alterations or modifications in such Tariff, the Nawab shall make similar modifications in the tariff at Habsan ports. The Nawab shall further follow the system, use the forms and observe the rules in force in British Custom-houses, and shall in all respects assimilate therewith, so far as it may be possible to do so, the procedure in the Habsan Custom-houses.

(*b*) The cordons of Preventive and Customs stations heretofore maintained by the British Government and the Nawab on the land frontier shall be removed from the date of this agreement coming into force, and all land customs

and transit duties on traffic passing from the dominations of the one Government to that of the other shall be abolished from the same date; except with the consent of both Governments such land customs and transit duties shall not be revived.

(*c*) The Nawab shall levy port-dues at all Habsan ports on the scale for the time being in force at the southern group of ports on the Bombay Presidency entered in Part IV of the first schedule of the Indian Ports Act of 1875.

(*d*) All articles imported into Habsan ports *bonâ fide* for the use of the Nawab and his family shall be free of duty.

(*e*) The Nawab shall manage Habsan Custom-houses: Provided that the Political Agent or any officer authorized by him for that purpose shall have authority, from time to time, to inspect the books kept at the Habsan Custom-houses with a view to satisfy himself that the British Tariff and the British Customs system and mode of transacting business are being enforced.

ARTICLE 2.—*As to Salt.*

(*a*) The Nawab shall suppress all salt-works in Habsan and shall prohibit the manufacture of salt and collection of salt-earth in Habsan territory. The Nawab shall also take measures to prevent the spontaneous generation of salt in Habsan and to destroy such salt as soon as it may appear.

(*b*) The Nawab shall prohibit the import into all Habsan ports of any but British excise salt covered by British permits.

(*c*) The Agents of the Nawab may annually select and purchase at the British excise salt-works at Uran salt to the amount of ten thousand six hundred and fourteen maunds for the domestic consumption of the inhabitants of Habsan, and the British Government will levy no duty on the salt thus annually purchased by the Nawab's agents for such purpose.

(*d*) The Nawab shall retail the salt thus supplied for the domestic consumption of the inhabitants of Habsan through licensed vendors at such price as he may think fit.

(*e*) The Nawab shall establish fish-curing yards wherein salt will be supplied by the British Government to fishermen only for fish-curing at ten and two-third annas per maund. These yards shall be under the control of British Salt officers.

ARTICLE 3.—*Annual Payment.*

In consideration of the stipulations contained in the above two articles and conditional on the effectual prevention by the Nawab's Government of all contraband trade or practices or smuggling of salt, opium and liquor, the British Government shall pay annually to the Nawab of Habsan the sum of Rupees thirteen thousand. The said payment shall be made on the first May of each year.

ARTICLE 4.—*As to Opium.*

(*a*) The Nawab shall continue to prohibit the import of opium into Habsan, whether by land or by sea, and shall also prohibit all poppy cultivation in Habsan territory.

(*b*) The Nawab shall obtain the opium necessary for the consumption of the inhabitants of Habsan only from the Commissioner of Customs, Salt, Opium and Abkari, at Bombay, or in such other manner as Government may from time to time direct.

(*c*) The Commissioner shall allow a drawback on all such opium at a rate equal to one-fifth of the duty actually levied by the British Government on all opium supplied to or obtained by the Nawab.

ARTICLE 5.—*As to Abkari.*

(*a*) The Nawab shall continue to prohibit the import into any portion of his territory of all liquor from Portuguese territory. He shall also absolutely prohibit the export of all spirit from Habsan to any other place.

(*b*) The British Government undertakes the management of the Abkari revenue of Habsan on the British system for a term of (10) ten years from the first August one thousand eight hundred and eighty-four, and the Nawab undertakes to afford all facilities to the officers appointed by the British Government in that behalf.

(*c*) After deducting the actual cost of management from the gross sum annually realized, the British Government undertakes to pay the balance into the Nawab's treasury. Such payment to be made in the month of August of each year.

(*d*) Except in the higher grades, the officers employed by the British Government in the management of the Abkari revenue of Habsan shall, as far as may be practicable, be selected from the servants of the Habsan State.

This agreement shall take effect from the first August one thousand eight hundred and eighty-four.

(Sd.) ALFRED KEYSER,
Political Agent.

(Sd.) SIDI AHMED KHAN,
Nawab of Janjira.

H. E.'s Seal.

(Sd.) DUFFERIN,
Viceroy and Governor-General of India.

This Agreement was ratified by His Excellency the Viceroy and Governor-General of India, at Fort William, on the twenty-third day of February A.D. one thousand eight hundred and eighty-five.

(Sd.) H. M. DURAND,

Officiating Secretary to the Government of India
Foreign Department.

No. LXII.

AN AGREEMENT between SIDI AHMAD KHAN, NAVAB of JANJIRA, and HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL in modification of and in continuation of the Agreement of 1884.

WHEREAS it is desired to modify the terms of clause (*c*) of Article I and clauses (*c*) and (*e*) of Article II of the Agreement of 1884, and WHEREAS the arrangements made under clauses (*b*), (*c*) and (*d*) of Article V terminated on the first of August eighteen hundred and ninety-four, it is hereby agreed as follows :—

I.—In lieu of Article I, clause (*c*), is substituted the following:—

The Navab shall levy port dues on the scale for the time being in force at the southern group of ports in the Bombay Presidency, under the Indian Ports Act for the time being in force, or on any lower scale which may be approved by the Government of Bombay.

II.—In lieu of Article II, clause (*c*), is substituted the following:—

The agents of the Navab may annually select and purchase at the British Excise Salt Works at Uran and Karanja for the domestic consumption of the inhabitants of Habsan salt to an amount calcuated to allow 12 lbs. avoirdupois weight for each head of the population of Janjira as computed at the last preceding decennial General Census and the British Government will levy no duty on the salt thus annually purchased by the Navab's agents for such purpose.

III.—In lieu of Article II, clause (*e*), is substituted the following:—

The Navab may establish fish-curing yards wherein salt will be supplied by the British Government to fishermen only for fish-curing at such price per maund as may from time to time be mutually agreed upon between the Navab and the Government of Bombay. These yards shall be under the control of British salt officers.

IV.—In lieu of the expired clauses (*b*), (*c*) and (*d*) of Article V are substituted the following:—

(*b*) The Navab of Habsan shall from the date of this Agreement taking effect, adopt throughout the Habsan territory the British system of abkari administration in force in the Bagayat portion of the Kolaba District, and whenever from time to time the British Government may make alterations or modifications in such system, the Navab shall make similar modifications in the system in Habsan territory. The Navab shall follow the system, use the forms, adopt the rates of duty and fees, and observe the rules in force in the Abkari administration of the Bagayat portion of the Kolaba District, and shall in all respects assimilate therewith, so far as it may be possible to do so, the procedure in the abkari administration of the Habsan State.

(*c*) The British Government shall lend to the Navab for employment, and the Navab shall employ as Abkari Inspector, Janjira, a trained and competent Abkari Inspector from the British service.

(*d*) The Navab shall manage the Habsan Abkari Department; provided that the Political Agent, or any officer authorized by him for that purpose, shall have authority from time to time to inspect the books kept at the Habsan distillery liquor shops, Abkari offices, etc., with a view to satisfy himself that the British Abkari system and mode of transacting business are being enforced.

V.—This Agreement shall take effect from the 1st September 1894.

VI.—THE SATARA JAGIRDARS.

By the 7th article of the Satara treaty of 1819 * the possessions of the Jagirdars within the territory of the Raja of Satara were guaranteed by the British Government, who engaged to secure that the Jagirdars should perform the service they owed to the Raja according to established custom. The Jagirdars thus guaranteed were the Raja of Akalkot, the Pant Sachiv, the Pant Pratinidhi, the Daphle, the Nimbalkar, and Shaikh Mira Waikar. The tenures of these Chiefs are held to date from the period when their agreements were made with the British Government, and not from the date of the grants made by the Rajas of Satara. In 1839, on the accession of Shahaji, the Jagirdars were placed under the direct management and control of the British Government, their contingents and pecuniary payments being reserved to the Raja on the scale fixed in 1819. They have not the power of life and death. All serious criminal cases, involving the punishment of death, or transportation for life, or offences punishable with seven years' imprisonment in certain cases, are tried in a court presided over by a British officer in association with the Jagirdar or the minister of the Jagirdar within whose territory the offence was committed, and the confirmation of the British Government is required before the sentence can be carried into effect. The Jagirdars maintain a few sowars and sepoys for police and revenue duties, but have no regular troops. The political control over these jagirs vests partly in the Political Agent and Collector of Satara; and in the case of Akalkot with the same official at Sholapur; in the case of Bhor with the Collector and Agent at Poona; and in the case of the Daphle (Jath) with the Political Agent and Collector of Bijapur.

In 1862 the Jagirdars, with the exception of the Waikar, were granted Sanads (No. LXIII) conferring on them the right of adoption.

In 1880 the manufacture of earth-salt was prohibited throughout the jagirs, and compensation has been granted to the Jagirdars on this account.

1. AKALKOT.

In 1707, when Sahuji, grandson of Shivaji of Satara, was engaged in battle with Tara Bai for the recovery of his rights, a woman, whose husband had been slain in action, threw her child before the Raja, calling out that she devoted him to the Raja's service. Sahuji took charge of the child, and named him Fateh Singh Bhonsla, in commemoration of his victory. In 1710 this lad received the jagir of Akalkot and the title of Raja—a title which

* See Lapsed States, page 441.

has been recognised by the British Government, but without the prefix of Highness.

Fateh Singh was succeeded in 1760 by his adopted son, Sahuji, and he in turn by a second Fateh Singh, who was the Jagirdar with whom the British Government formed engagements in 1820 (No. LXIV). He was succeeded by his son, Maloji Rao, and the latter in 1828 by his son, Sahuji, who died in 1857. The misrule and incapacity of his successor, Maloji, necessitated the intervention of the British Government, and on the 19th February 1866 the Raja was set aside and the State was placed under Government management. Civil and criminal jurisdiction over the lands of the Akalkot State within the limits of the Great Indian Peninsula railway was ceded to the British Government in 1865.

In 1868 the contingent of 100 horsemen, which the Chief was bound to maintain under the treaty of 1820, was disbanded, and a money-payment of Rs. 14,592 a year, being two-thirds of the actual cost of the contingent, was substituted. The Chief receives from Government Rs. 9,606-4-0 and Rs. 20,114-3-8 a year, on account of Pune Panchmahal Jakat and Mokasabab, respectively; the latter amount is, however, a fluctuating one.

Maloji died in 1870, and was succeeded by his infant son, Sahuji.

The revenue survey and settlement was introduced in 1871. In 1894-95 a revised survey and settlement was introduced, the new rates being guaranteed for 30 years.

In 1886 transit duties were abolished.

The State ceded in 1887 civil and criminal jurisdiction over the lands occupied by the Southern Maratha railway.

The cultivation of poppy and the manufacture of opium are prohibited in the State, and in 1891 the Chief entered into an Agreement (No. LXV), regulating the consumption and sale of opium in his territory.

In the same year the Chief made an agreement, whereby the abkari revenue of the State was leased to the British Government for three years from the 1st August 1891 to the 31st July 1894. A fresh Agreement (No. LXVI) was concluded in 1894 for ten years, which was renewed in 1904 for a further period of ten years.

Sahuji, who had been invested with full powers in 1891, died in December 1896 without male issue. His widow, Kushmi Bai, adopted in 1898, with the sanction of Government, a boy named Fateh Singh, born in 1894, from the Kurlekar branch of the Bhosle family to which the late Raja belonged. During his minority the management of the State is carried on

by an administrator under the supervision of the Political Agent at Sholapur.

In 1903 the State consented to lease its hemp drugs revenue to the British Government, and the term of the lease was first extended to the 31st March 1906, and later on to 31st March 1911.

The gross revenue of the Akalkot State, including local funds, is Rs. 3,82,826, exclusive of advances and deposits. This also includes Rs. 7,934 on account of compensation for abkari revenue, Rs. 509-12-9 for bhang and ganja, and Rs. 142-0-10 on account of salt paid by the British Government. The population is 82,047, according to the census of 1901, and the area is 498 square miles.

The State possesses (1905) 47 infantry, 3 artillery men, 3 serviceable and 4 unserviceable guns, and 66 armed police.

The State is liable to the nazarana rules.

2. BHOR.

The Pant Sachiv of Bhor is one of the eight hereditary ministers of the old Maratha empire. Chimnaji Sachiv, with whom the first Engagement (No. LXVII) was made by the British Government in 1820, was one of the earliest to abandon the cause of Baji Rao after the proclamation of the 11th February 1818. He died in 1827, and was succeeded by his adopted son, Raghunath Rao Chimnaji, with whom an Engagement (No. LXVIII) for the exchange of territory was concluded in 1830.

Chimnaji Raghunath was adopted by his uncle, Raghunath Rao, on the latter's death-bed in 1837. A new Engagement (No. LXIX) was concluded with Chimnaji in 1839, by which he undertook among other things to abolish all transit duties in his territory. On his adoption he was required to pay a nazarana of Rs. 53,021 to the Raja of Satara, and Rs. 27,703 to the British Government. He died in 1871, and was succeeded by his son, Shankar Rao, the present Chief, who was born on the 30th March 1854. On the understanding that he was not at liberty, without the consent of Government, to impose any new taxation, he was in 1874 entrusted with the management of his Estate. The family enjoys an assignment of six per cent. on the revenues of certain districts in the Deccan and Khandesh, and a considerable jagir to the south-west of Poona.

In 1871 the Pant Sachiv agreed to an exchange of lands in connection with the Kadakwasla lake.

In 1880 the Pant Sachiv entered into an agreement by which he undertook to prohibit the cultivation of the poppy in Bhor, and the illicit importation of opium into his territory. This was renewed with certain alterations in 1887, and in 1897 a further Agreement (No. LXX) was made.

In 1882 the Chief surrendered certain lands required for the Bhatghar reservoir in connection with the Nira canal works, but the formal Agreement (No. LXXI) was not executed till 1897.

With a view to assimilating the abkari administration in Bhor to the system in force in the adjoining British districts, the Pant Sachiv entered into an agreement in 1885 (No. LXXII) by which the management of the abkari revenue of the State was transferred to the British Government up to the 31st July 1894, in consideration of an annual payment of Rs. 12,448-13-8. This agreement was renewed for a further period of ten tears from the 1st August 1894 to the 31st July 1904, the annual payment being increased to Rs. 19,148-6-3. The toddy revenue of the talukas of the Bhor State above the ghats, which was excluded from the scope of the previous agreement, was also transferred. The agreement was again renewed for a further period of ten years from the 1st August 1904 to the 31st July 1914.

In 1890 (No. LXXIII) the Pant Sachiv entered into an agreement with the British Government to abolish all taxes or imposts on the import, export, and measurement of commodities other than snuff, sulphur, and poisonous drugs.

The arrangements for assimilating the system of taxation and control of hemp drugs to the British system were accepted in 1903 by the Pant Sachiv up to 31st July 1904, in consideration of an annual payment of Rs. 1,731-7-11. The agreement was renewed up to the 31st March 1906, and again up to the 31st March 1911, the annual payment being increased to Rs. 3,600.

The Pant Sachiv pays a tribute of Rs. 4,684 to the British Government. His gross revenues amount to Rs. 4,55,771; the area of his jagir is 925 square miles; and the population, by the census of 1901, 137,268.

The State possesses (1905) 34 cavalry, 85 infantry, and 101 armed police.

The present Chief was granted a personal salute of 9 guns on the occasion of the Delhi Coronation Darbar in January 1903.

3. AUNDH.

The Jagirdar of Aundh has the title of Pant Pratinidhi. The Chief with whom the British Government formed in 1820 its first Engagement (No. LXXIV) was Parasram Pandit. The title of Pratinidhi, which means "the likeness and representation of the Raja," was conferred by Rajaram, when during the misfortunes which followed the death of Shivaji, he established

a court at Gingi on the plan of the court of his father. The title is higher than that of Peshwa. Parasram Pandit had held the jagir for about forty years before the overthrow of the Peshwa Baji Rao. In 1847 he adopted a son, Srinivas Parasram, on which occasion he was required to pay a nazarana of Rs. 25,000 to the Raja of Satara. Srinivas Parasram succeeded his father on the 11th June 1848.

In 1880 the Chief entered into an agreement by which he undertook to prohibit the cultivation of the poppy in his State, and the illicit importation of opium into his territory. This agreement was renewed in 1886 and 1897 (No. XLVII) with some modifications.

In 1887 the Chief abolished the imports called 'sthalmod' (import duty) and 'sthalbharit' (export duty) in his territory.

With a view to assimilating the abkari administration in the Aundh State to the system in force in the adjoining British districts, the Chief entered into an agreement in 1879, which agreement was renewed in 1887, 1895 and 1904. By the last agreement the management of the abkari revenue of the State has been transferred to the British Government up to the 31st July 1914, in consideration of an annual payment of Rs. 4,500.

Srinivas Parasram died on the 26th September 1901, and his son, Parasram Rao Srinivas, was installed on the 20th February 1902. Parasram Rao Srinivas died on the 26th August 1905, and was succeeded by Mihrban Gopal Krishna Rao, who was born on the 26th January 1879.

The cultivation of ganja has been prohibited in the State, and the management of the contract of hemp drugs was handed over in 1903-04 to the British Government, in consideration of an annual compensation of Rs. 784-12-0, up to the 31st March 1906. The arrangement has since been extended to the 31st March 1911 at an annual compensation of Rs. 949.

The Chief pays no tribute to the British Government. The revenues of the State amount to Rs. 1,73,528. The population, according to the census of 1901, is 63,921. The area of the State, which is composed of various isolated Estates, is about 447 square miles.

The State possesses (1905) 5 cavalry, 33 infantry, and 11 armed police.

The State is liable to the operation of the nazarana rules.

4. JATH.

The family of the Daphles of Jath derive their name from the village of Daphlapur in the Jath pargana.

The Engagement (No. LXXV) of the British Government in 1820 was made with Renuka Bai, first widow of Khanaji Daphle, late Chief of the Jath State. The Estate passed from her to the second widow, Salu Bai, on whose death in 1823 Ramrao Daphle, the head of a younger branch of the family, succeeded. In 1827 the Jagir was attached by the Raja of Satara to pay off the Chief's debts. After their liquidation the Estate was restored in 1841 to Bhagirathi Bai, widow of Ramrao. The British Government has more than once interfered to adjust the pecuniary affairs of the Jagir.

In 1873, in consequence of numerous complaints of oppression on the part of the Jagirdar, Amrit Rao Daphle, he was deprived of all civil and criminal jurisdiction, and a karbhari was appointed with certain limited powers for a time; but the subsequent contumacy of the Jagirdar rendered it necessary to assume the whole management of the Jagir. The whole administration was made over to the Chief in 1885, on certain specified conditions, which were laid down in greater detail in 1887. These conditions he made no attempt whatever to fulfil, and in 1891 it was found necessary in the interests of the State to deprive him of all authority, an annual allowance of Rs. 20,000 being granted to him. The State was at the same time transferred from the Bijapur to the Kolhapur and Southern Maratha Country Agency. Amrit Rao died on the 12th January 1892, and was succeeded on the 13th January 1893 by Ram Rao.

In 1888 the State entered into an agreement whereby its abkari revenue was leased to the British Government for ten years. In 1894 the agreement was renewed for a further period of ten years ending the 31st July 1904; and again in 1905 for a further period of ten years ending the 31st July 1914.

The cultivation of poppy and manufacture of opium in the State are prohibited, and a further Agreement (No. XLVII) was entered into in 1895.

In September 1901 the State was again transferred from the Kolhapur and the Southern Maratha Country to the Bijapur Agency.

The prohibition of cultivation of hemp in the State was agreed to, and the hemp drugs revenue leased to the British Government, in 1904, and the term of the lease was first extended to the 31st March 1906, and since again to the 31st March 1911.

The Jagirdar pays to the British Government Rs. 6,400 a year in lieu of a service of 50 horsemen, a tribute of Rs. 4,847 on account of certain rights inherited from the Rajas of Satara, and some other small sums on account of rights in other districts. He also pays Rs. 958-1-4

to the Pant Pratinidhi from the revenues of certain villages.

The population of the Jagir of the Jath State, including Daphlapur, is, according to the census of 1901, 68,665, being 61,868 in Jath and 6,797 in Daphlapur. The gross revenue is Rs. 1,66,815 for Jath, and Rs. 16,900 for Daphlapur; and the area of both together is about 979 square miles.

Jath possesses (1905) 46 armed police.

The State is liable to the operation of the nazarana rules.

5. PHALTAN.

The Chief of Phaltan, styled Nimbalkar, belongs to an ancient family. They long held the district of Phaltan under the Muhammadan rulers of Bijapur. Jan Rao, with whom the British Government formed an Engagement (No. LXXVI) in 1820, died at a very advanced age in 1827. He was succeeded by Bajaji Naik, who paid a nazarana of Rs. 30,000 to the Raja of Satara. Bajaji Naik died in 1841, when his widow was permitted to adopt the present Chief, Mudhoji Naik, who was born on the 5th November 1838, a nazarana of Rs. 30,000 being paid to the Raja of Satara. He succeeded to the gadi on the 26th March 1860. The State became embarrassed through the mismanagement of the Chief, and in December 1882 the government was entrusted to two joint-administrators. In July 1885, order having been to some extent restored, the Jagirdar was reinstated.

In 1879 the Chief entered into an agreement by which the management of the abkari revenue of the State was transferred to the British Government. The agreement was renewed in 1885, 1895, and 1904. By the last agreement the management is to remain in the hands of the British Government till the 31st July 1914, in consideration of an annual payment of Rs. 4,883.

In 1880 the Chief entered into an agreement by which he undertook to prohibit the cultivation of poppy in the State, and the illicit importation of opium into his territory. This agreement was renewed in 1887 and 1897 (No. XLVII) with some modifications.

In 1887 the Chief abolished the duties 'sthalmod' (import duties) and 'sthalbharit' (export duties).

The cultivation of ganja has been prohibited in the State, and the management of the contract of hemp drugs was handed over in 1903-04 to the British Government, in consideration of an annual compensation of Rs. 1,505, up to the 31st March 1906. The arrangement has since been

extended to the 31st March 1911 at an annual compensation of Rs. 1,528-12-0.

The Chief pays Rs. 9,600 a year to the British Government in lieu of a service of 75 horse.

The revenues of the State amount to Rs. 1,45,564. Its population, according to the census of 1901, is 45,739, and its area about 397 square miles.

Phaltan possesses (1905) 30 infantry and 7 armed police.

6. THE WAIKAR.

Shaikh Mira of Wai was an infantry officer in the service of the Raja of Satara. On the return of Sahuji from imprisonment Shaikh Mira espoused his cause and was rewarded with the rent-free grant of the village of Pasarni, a pension of Rs 1,800 a month, and promotion to the command of 60 horsemen, for the maintenance of whom he held assignments to the amount of Rs. 40,000. The pension ceased on the death of the first Shaikh Mira, and the revenue assignments have since fallen off to Rs. 18,000, which, with Pasarni, are still held by the family. The Engagement (No. LXXVII) concluded in 1820, was modified by the amendment of the schedule of 1826 attached to the Satara treaty of the 25th September 1819 (see No. CXLVIII).

The last representative of the family, Shaikh Azim-ud-din, died on the 18th September 1891, and the affairs of the Sharanjam were for some time the subject of litigation. But the Privy Council having in 1892 affirmed the rights of Government in disposing of the Estate, Government in 1894 resumed the Saranjam and regranted it to Ghulam Jilani, younger brother of Shaikh Azim-ud-din. Ghulam being a minor, the Saranjam has been under the administration of the Agent for Sardars in the Deccan. Ghulam Jilani is now (1906) 18 years of age, and is being educated at the Rajkumar College at Rajkot.

No. LXIII.

ADOPTION SANAD granted to the RAJAH OF AKULKOTE—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sanad is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements, which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

Similar Sanads were granted to the Punt Prithee Nidhee, Punt Sucheo, the Nimbalkur, and the Duflay.

No. LXIV.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the RAJAH of AKULKOTE, dated the 3rd July 1820.

Seal of Captain J. Grant.

TERMS fixed by CAPTAIN JAMES GRANT, on the part of the HONOURABLE COMPANY, for RAO SAHIB MEHERBAN FUTTEH SING RAJAH BHONSLAY AKULKOTKUR.

The jaghires, etc., held by you have come into the possession of the British Government along with the rest of the country. In consideration, however, of the antiquity and respectability of your family, whatever was held by you up to the war is, with the exception of the Mogulaee Umuls, not

appertaining to the villages at present held by you, graciously restored to you by Government. As your jaghires, etc., come within the limits of the territory of His Highness the Raja Chutruputee of Satara, according to the Treaty, you are to be considered a jaghiredar of His Highness's government. The following Articles are therefore agreed upon between you and the British Government:—

ARTICLE 1.

Pergunnah Akulkote and other districts and umuls held by you up to the war, with the exception of the Mogulaee Umuls, not appertaining to the villages at present held by you, are now restored to you and confirmed. During the government of the Peishwa you had to furnish a body of horse, but as you have been deprived of the Mogulaee Umuls, and as the jaghire territory is in a bad state, and as you should have enough for your own maintenance, and for the expense of the contingent of horse to be kept in a complete state of equipment and in readiness to serve at all times of the year, government have dispensed with the former number and fixed the contingent at 100 horse, which must be constantly in the service of His Highness's government.

ARTICLE 2.

The horses and men forming the contingent are to be good. The horses, of the value of from Rupees 300 to 400, to be always present in the service of His Highness, and to proceed without delay or remonstrance wherever their services may be required. They are to be mustered whenever so ordered, and should there be any deficiency in the number, such deficiency must be made good at the annual rate of Rupees 300 each horse, to be calculated from the period of the former muster; but previous to enforcing the demand, a representation of the circumstances will be made by His Highness's government to the Agent of the British Government, and his concurrence obtained.

ARTICLE 3.

In the event of the contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be killed or wounded, it is to be clearly understood that nothing in the way of equivalent shall be paid by the government of His Highness; risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without reference to what is incurred by keeping up the horse. As the territories of the British Government and of His Highness adjoin the jaghire, it is therefore determined that, in the event of any disturbance taking place in them, on the requisition of the mamledars of either Government, aid shall be

furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever villages, wuttuns, etc., were held by you up to the war within the territories of the British Government or of His Highness, shall, with the exception of the Mogulaee Umuls not appertaining to the villages now held by you, be continued, and whatever items of revenue belonging to His Highness's government may be within the jaghire, shall be continued to be paid. All doomala villages and lands, wurshasun, dhurmadaos, dewasthans, rozindars, khyrat, nemnooks, etc., and jaghire and karkoonee held by durukdars, within your mehals, must be continued on the same tenure as hitherto. Grants under government title deeds are to be continued; notwithstanding the temporary interruption in regard to them, care must be taken that no cause of complaint may be brought forward in such points. In case any of the persons holding the abovementioned rights shall behave improperly, or die without heirs, it will be necessary to acquaint the Agent of the British Government, who will intimate to His Highness's government what course is to be pursued either in respect to the punishment or resumption, when His Highness's government will adopt necessary measures. Should zemindars raise any disturbance against you, or commit any offence against the public peace, or should any one die without heirs, you will resume the wuttun as may seem expedient, and report the same to government, when His Highness's government, with the advice of the Agent of the British Government, will send orders, which must be conformed to.

ARTICLE 6.

The inhabitants of the jaghire territory must be protected, justice properly dispensed, and a good police upheld to detect thefts, murder, or disturbance, and suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice of the Agent of the British Government, having investigated the matter, will decide on such subjects, and their decisions must be attended to; and further, should such decisions not be attended to, so that the country fall into a state of misgovernment, and robberies and other crimes become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Family dispute about your respective shares of property, which arose between you and Tooljajee Rajah Bhonslay, was settled in the time of Bajee Rao and deeds of division were given by each of you. Agreeably to the same deeds, arrangements are made by the British Government; both of you should, therefore, abide by them.

ARTICLE 8.

Without orders from Government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the Government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE 9.

With the exception of persons under the government of His Highness, no intercourse or communication by letter is to be entered into with such parties as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and, should what is written above be departed from, the jaghire will not be continued.

ARTICLE 10.

All persons having committed crimes within the jaghire country, who may take shelter in the territories of the British Government or His Highness, shall be delivered over to you, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be; and, in like manner, all criminals from the territories of the British Government or of His Highness shall be apprehended and delivered up by you to their respective governments, and assistance must be rendered to people of either government who may be sent for the apprehension of such offenders.

ARTICLE 11.

Whilst you shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, your jaghire shall be continued without any interruption from His Highness's government: on this point the British Government is your guarantee.

ARTICLE 12.

All titles and forms of respect hitherto enjoyed by you shall be continued by the Agent of the British Government and His Highness's government. All requests on the part of the jaghiredar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be acceded to.

ARTICLE 13.

As the jaghire districts adjoin the territory of His Highness, and it may be necessary to effect exchanges of items of revenue or land, for the purpose either of defining the boundary or for police arrangements, therefore, on a

representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided they are not injurious to the interests of the jaghiredar, and such exchanges must be made accordingly.

The above 13 Articles must be observed.

Dated 3rd July A. D. 1820, corresponding with 21st Ramzan Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf.

(Sd.) JAMES GRANT.

L. S.

AGREEMENT entered into on the 11th July 1820 by HIS HIGHNESS the RAJAH of SATARA with the RAJAH OF AKULKOTE.

Large Seal of His Highness the Rajah of Satara.

AGREEMENT on the part of HIS HIGHNESS the RAJAH of SATARA respecting FUTTEH SING BHONSLAY of AKULKOTE, to whom these orders are issued.

The whole of the jaghires, etc., enjoyed by you have, with the rest of the country, reverted to the British Government; but as that government has been pleased, in consideration of the antiquity of your family, to guarantee to you the villages held up to the war (including those situated in the Nizam's country now in your possession), save Mogulaee Umuls, by a Yad of 13 paragraphs executed to you by Captain James Grant, the British Resident, and as His Highness has received his country from the British Government according to Treaty, and your lands are situated therein, His Highness approves of the Yad executed to you by the British Government, and, for the continuance of your lands, determines as follows, *viz.*:—

ARTICLE 1.

The pergunnah of Akulkote and other mehals and umuls held by you up to the war (including the villages situated in the Nizam's country now in your possession), save Mogulaee Umuls, are hereby continued and confirmed to you. Formerly you had to maintain a contingent of horse for the service of the Peishwa's government, but as you have now been deprived of

your umuls in the Nizam's country, and sustained loss in the mehals, His Highness, to enable you to support yourself and to keep the horse and men of your contingent in good order for service throughout the year, fixes the contingent at 100 horse, which you are to maintain for the service of the Satara State.

ARTICLE 2.

The contingent is to be efficient, the horses to be of the value from Rupees 306 to 400, and the men in a complete state of equipment. The contingent to be always kept present for the service of His Highness; they should attend muster when called upon, and proceed to whatever place directed, without delay or remonstrance. Should it appear, however, on muster that any number of the contingent is deficient, His Highness will, with the concurrence of the British Resident, oblige you to refund, in the proportion of Rupees 300 per annum a horse, for the whole period of such deficiency, according to the terms of the agreement entered into with you.

ARTICLE 3.

In the event of your contingent being employed in war by His Highness, with the concurrence of the British Resident, no remuneration on account of the wounded and slain will be granted; but all such risks and casualties, as well as the supply of ammunition, are included in the grant.

ARTICLE 4.

You are to defray the expense of your village establishments, as well as of the contingent. Should any commotion or disturbance occur in the districts, either of His Highness the Rajah, or of the British Government, you are, on the requisition of the mamlutdars of either government, to aid and co-operate with them with the Police in your mehals.

ARTICLE 5.

The villages, inams, wuttuns, etc., in His Highness the Rajah's country held by you up to the war, together with the umuls and villages in the Nizam's country now in your possession, will be continued to you, this government also retaining its umuls in your territory. All doomala villages, lands, wurshasuns, dhurmadaos, dewasthans, rozindars, khyrats, nemnooks, as also the jaghires of darukdars and karkoonee, etc., are to be continued to the several parties as heretofore, without objection, together with the lands held by virtue of Sunnuds, although they may have been on certain grounds placed under attachment. Should any of the parties enumerated above act improperly, or die intestate, you are to report the same to this government, when His Highness, with the concurrence of the British Resident, will award such punishment to the offender, or direct the resumption of the land as may

appear expedient. If any landholder creates a riot, or raises a rebellion in your country, or refuses to acknowledge your supremacy, or if a wuttunder dies intestate, you should attach his wuttun and report the matter to government, when His Highness, with the concurrence of the British Resident, will issue such orders as may appear expedient, and to which you are to conform accordingly.

ARTICLE 6.

You should endeavour to make your subjects happy, distribute justice impartially, and adopt measures for the prevention of theft, murder, and other crimes. If these are not done, and if justice is not administered properly, and complaints are made to this government, His Highness, in conjunction with the British Resident, will enquire into the complaint, and issue such orders as may appear necessary, to which you are to conform ; but if you do not do so, and the country continue in a state of misgovernment, and crimes are of frequent occurrence, His Highness will, with the concurrence of the British Resident, adopt such preventive measures as may appear expedient to him.

ARTICLE 7.

During the administration of Bajee Rao Rughoonath a dispute having arisen between you and Tooljajee Bhonslay for division of property, the same was decided, and deeds of acquittance passed by you both, which are approved of and confirmed by this government, and you both are to abide by the same accordingly.

ARTICLE 8.

You should not, without the knowledge of this government, muster a force and engage in hostilities with any person. If any dispute arises among you respecting Bhaoopoona rights, etc., you should quietly refer the matter to this government, when His Highness, with the concurrence of the British Resident, will issue the necessary orders in the case, and to which you are to conform.

ARTICLE 9.

With the exception of the subjects of this government, you are to hold no intercourse nor to carry on correspondence with Bajee Rao Rughoonath or any other Prince or Chieftain. If you do, your country will be resumed.

ARTICLE 10.

Should an offender from your country take shelter within the territories of His Highness, you are to report the same to this government, when measures will be taken to apprehend the offender and make him over to you. In like manner offenders from the territories of His Highness or of the British Government, taking shelter within your mehals, should be immediately apprehended and delivered up by you to whichever government they may

belong. Further, you are to aid and assist the officers of either government who may enter your jurisdiction in pursuit of offenders.

ARTICLE 11.

So long as you continue in good faith and render faithful service, your mehals, etc., will be continued to you uninterruptedly by this government, for which you have the guarantee of the British Government, and which is agreed to by His Highness.

ARTICLE 12.

All titles and customary forms of respect hitherto enjoyed by you shall be continued. You are to represent all your affairs to this government; such requests as are reasonable will be granted, and such as are not will be refused.

ARTICLE 13.

As the country of His Highness adjoins your territory, it might be necessary at a future period to effect certain territorial exchanges, with the advice of the British Resident, for the good of the country, and for the purpose of defining distinctly the boundaries of the two governments, care being taken to secure you from loss. You are required to agree to this arrangement.

ARTICLE 14.

You are to attend on His Highness annually, at the celebration of the Dussera festival, as also at other times when your presence may be required. You are also to accompany His Highness whenever he may proceed on a long journey.

The circumstances contained in the foregoing 14 paragraphs are confirmed.

Small Seal of the Rajah of Satara.

Dated the 29th Ramzan Soor Sun Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf, corresponding with the 11th July A D. 1820.

No. LXV.

AGREEMENT between the POLITICAL AGENT of AKALKOT acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY in Council, on behalf of the BRITISH GOVERNMENT, and the RAJA of AKALKOT STATE, on behalf of himself, his heirs, and successors regarding the manufacture, consumption, and sale of OPIUM in the AKALKOT STATE.

Whereas in accordance with the existing relations between the British Government and the Raja of Akalkot, the cultivation of poppy and the

manufacture of opium is prohibited in the Akalkot State and no opium may be consumed in the said State other than opium on which there has been paid to British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of the Raja of Akalkot hereinafter contained the British Government has agreed to relinquish one-fifth of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants.

2. The Raja of Akalkot agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely)—

(*a*) by direct importation from Malwa, Mewar, Marwad, and Rajputana, or

(*b*) by purchase in Bombay, or

(*c*) by purchase at any convenient opium depôt of the British Government and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of the British India into through or from which such import transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the retail sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British District of Sholapur.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium by retail at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Sholapur.

(6) That the system for the retail vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Sholapur.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Notification

No. 4472-A., dated 3rd June 1885 (Revenue Department), and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall in the interests of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of the State in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Customs, Salt, Opium and Abkari, Bombay, from time to time prescribe accurate accounts for the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Akalkot duly fulfils the foregoing covenants one-fifth of the duty which would be leviable by the British Government under the law and orders at the time being in force on any opium conveyed into the territory of the Raja of Akalkot in accordance with this agreement, if the same were required for consumption in the Presidency of Bombay, shall be remitted, or if duty has already been paid on any such opium, as if the same were to be consumed in the Presidency of Bombay, then that the one-fifth of the amount of the duty which has been so paid shall be refunded to the Raja of Akalkot, provided that the British Government may at any time hereafter with or without the consent of the said Raja of Akalkot alter the rate of duty to be remitted or refunded under this clause, and no such alteration shall in any way release the said Raja of Akalkot from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or any other law regarding opium for the time being in force in the Presidency of Bombay.

This agreement agreed to at Bombay on 25th December 1891.

(Sd.) P. C. H. SNOW,
Political Agent, Akalkot.

(Sd.) SHAHAJI MALOJI,
Raje Bhosle.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA,
The 7th May 1892.

(Sd.) H. M. DURAND,
Secy. to the Govt. of India,
Foreign Department.

No. LXVI.

ABKARI AGREEMENT.

ARTICLES of AGREEMENT for leasing the ABKARI REVENUE of the AKALKOT STATE to the BRITISH GOVERNMENT for a term of ten years from first August one thousand eight hundred and ninety-four to thirty-first July one thousand nine hundred and four.

Preamble.—Whereas it is considered desirable to place the Administration of the Abkari revenue of the Akalkot State on the same footing as the Administration of the Abkari revenue of the British Collectorates adjoining the Akalkot State which has recently been improved in accordance with the provisions of the Bombay Abkari Act, 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorates or the Akalkot State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been agreed on between Meherban Shahaji Maloji *alias* Baba Saheb Raje Bhonsle, Chief of Akalkot, on behalf of himself, his heirs, and successors on the one part, and C. B. Winchester, Esq., I.C.S., Political Agent, Sholapur, for the time being, on behalf of the British Government, on the other.

ARTICLE I.

The Raje Saheb engages that the law of the Akalkot State as regards Abkari shall be the Bombay Abkari Act of 1878, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE II.

In order that the new system of Abkari administration in the Akalkot State may be effectually organized on the principles of the Bombay Abkari Act, the Raje Saheb engages hereby to farm the entire Abkari revenue of the State to the Bombay Government for a term of ten years from 1st August one thousand eight hundred and ninety-four to 31st July one thousand nine hundred and four, in consideration of an annual payment of (₹6,609-15-10) six thousand six hundred and nine, annas fifteen and pies ten, being the average of the total net Abkari revenue of the Akalkot State from the year 1881-82 to 1892-93 *plus* about 25 per cent. in consideration of any possible increase of revenue during the term of the lease.* This sum to be paid in equal moieties half-yearly on the 10th January and 10th July of each year.

* In calculating the amount of compensation, the average net receipts of the Akalkot Treasury from toddy (or the juice of different kinds of palm trees) are included as such items are Abkari revenue under the Bombay Abkari Act.

ARTICLE III.

During the term of the farm the administration of the Abkari revenue

of the Akalkot State will be conducted by such Officers as Government may appoint on the following principles :—

(*a*) The rates of taxation of liquor in the Akalkot State and in the Collectorates to be equivalent.

(*b*) Such reasonable facilities for obtaining a supply of liquor for consumption are to be afforded to the people of the Akalkot State as are afforded to the people of the adjoining Collectorates.

(*c*) The retail selling price of liquor to be the same in the Akalkot State and in the Collectorates so as to remove any inducement to the people of one territory to consume liqour sold in the other territory on account of its being cheaper.*

ARTICLE IV.

But during the term of the farm the Officers appointed by Government will consult the Raje Saheb regarding details of Abkari administration, such as the number and position of liquor shops, the persons to receive retail licenses, and the like, and will consider the wishes of the Raje Saheb on such points.

ARTICLE V.

It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy-producing trees or in the land on which they stand.

ARTICLE VI.

On his part the Raje Saheb engages cordially to co-operate in carrying out the provisions of the Abkari Law and Rules, and to do his best by himself, his heirs and successors and by his subordinate officers to prevent all illicit possession, manufacture, sale, and transport of liquor or of the materials or implements used for its manufacture in accordance with the provisions of the Act and of any Rules which may be made under it.

ARTICLE VII.

It is understood that all offences against the Abkari Law will be cognizable under section 51 of the Abkari Act by the Akalkot State Criminal Courts in the same manner as other offences are cognizable.

ARTICLE VIII.

During the term of the farm the Abkari accounts of the Akalkot State will be kept separately from those of the adjoining Collectorates, and an annual account given to the Raje Saheb for his information.

ARTICLE IX.

At the conclusion of the ten years' farm the management of the Abkari revenue of the State will revert to the Raje Saheb.

* Under the last stipulation it will not be necessary to forbid sale of liquor in the Akalkot State shops to British rayats or *vice versâ*.

ARTICLE X.

The Raje Saheb engages on behalf of himself, his heirs, and successors thereafter, to conduct the administration of it in accordance with the principles laid down in the preamble of this agreement, *viz.*:—

To maintain the same Abkari Law and Rules as may be in force in the neighbouring Collectorates.

To impose rates of taxation on liquor equivalent to those in force in the Collectorates. So to manage his revenue that injury shall not be caused by it to the Abkari revenue of the Collectorates and to make his Agreements in consultation when necessary with the Political Agent, Sholapur, for the time being with this view.

Provided always that this article does not bind the Raje Saheb to any arrangements injurious to the legitimate interests of the State or revenue, and that it is understood that the Abkari revenue of the Collectorates will in like manner be so managed as not to cause injury to the legitimate revenue of the State.

This Agreement agreed to at Bombay, the 23rd day of January 1894.

SHAHAJI RAJE BHOSLE,
Raja of Akalkot.

CAMP CHINDIGAON, SHOLAPUR DISTRICT; *The 29th January 1894.*

C. B. WINCHESTER,
Political Agent, Sholapur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA; *The 14th June 1894.*

W. J. CUNNINGHAM,
Secretary to the Government of India, Foreign Department.

No. LXVII.

AGREEMENT with the PUNT SUCHEO, dated 22nd April 1820.

Seal of Captain Grant.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR on the part of the HONOURABLE COMPANY BAHADOOR with RAO SAHIB MOOSHFUCK MEHERBAN CHIMNAJEE PUNDIT SUCHEO.

The possessions of the Punt Sucheo came under the British Government along with the rest of the country, but the antiquity and respectability of the

family having been duly considered, the British Government have freely bestowed and made over to him the whole of his possessions as formerly held up to the war, with the exception of his possessions within the territory of the Nizam. The districts of the Punt being within the limits of the territory made over by Treaty to His Highness the Rajah of Satara, the Punt, therefore, is placed under the government of His Highness. The British Government is the guarantee, and the terms are fixed as follows:—

1st.—That the inhabitants of the country under the Punt Sucheo may be protected, justice must be properly administered, and a proper police established for the prevention and detection of thieves and robbers; but if this is not attended to and people are obliged to bring forward complaints in consequence of the want of police and justice, in that case, whatever orders may be given on the subject by His Highness's government, with the advice of the Agent of the British Government, must be carried into effect.

2nd.—An effective police must be established in the country of the Punt Sucheo sufficient to prevent any inhabitants of his districts from committing robberies within the territories of the British Government or of His Highness, and whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the governments may demand them, and assistance must be afforded to officers of either government who may be sent for the apprehension of criminals and offenders. In the event of a failure in these respects taking place, all arrangements made by the government of His Highness, at the recommendation of the Agent of the British Government, must be carried into effect.

3rd.—Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Sahib or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one whatever. This Article forms the basis of the agreement; and if it is departed from, all advantages appertaining to the Punt by virtue of the present agreement shall be forfeited.

4th.—Without the knowledge and permission of government no extra troops are to be levied, or war entered upon with any one. In all domestic disputes about relationship, and such like, no appeal to arms will be permitted, but information is to be sent to the Agent of the British Government, who will communicate with the government of His Highness, and the decisions given in consequence must be attended to.

5th.—In the event of disputes occurring relative to items of revenue which belong to the Punt Sucheo in the countries of the Putwurdhuns and others, intelligence must be given to the Agent of the British Government, after which proper arrangements will be made, but no separate communication by letter is ever to be made.

6th.—As the country of the Punt Sucheo is surrounded by the territories of the British Government and of His Highness, it may be necessary to make exchanges on account of police arrangements, or for the defining of

boundaries; therefore such exchanges shall take place provided they are not injurious to the Punt.

7th.—A yearly payment of ten thousand rupees was made by the Punt Sucheo to the government of the Peishwa as an allowance for elephants, but the village of Sonapore having been taken by the Peishwa's government, and which at present is in the possession of the British Government, therefore a deduction of Rupees 1,000 is allowed, and the annual payment fixed at Rupees 9,000 to the Government of His Highness as follows:—

	Rs.
A payment of Rupees 2,000 annually made by the Punt Prithee Nidhee to the Punt Sucheo is now transferred to His Highness	2,000
Amount enam payments from the hoozoor mamla of Karar, formerly paid to the Punt and now transferred to His Highness	1,000
A cash payment to be made yearly by the Punt to His Highness' government; items of revenue or villages to be made over to the government of His Highness as may be arranged by the Agent of the British Government to the amount of .	6,000*
TOTAL .	9,000

8th.—All doomalla, dhurmadao, enams, wurshasun, dewasthan, rozindar, nemnook, daruk, and such like allowances which at present exist within the territory of the Punt, must be continued to their holders; there must be no occasion for complaints on these points.

9th.—As the country of the Punt is surrounded by the territories of the British Government and of His Highness, it is therefore required that, in the event of disturbances taking place, every assistance be given on the requisition of the mamlutdars of either of the governments.

10th.—At the annual festival of the Dusserah, the Punt Sucheo must always appear in person under the government of His Highness. All titles and honors hitherto enjoyed by the Punt Sucheo shall be continued. In all ten Articles, which must not be departed from.

Dated 22nd April 1820, corresponding with the 8th Rujjub Sunnut Ashreen-wu-Myatein-wu-Ulf, or Arabic year 1220, at Satara.

(Sd.) JAMES GRANT.

	Rs.
* The following deductions have since been made on account of the Satara Amal received by the Chief of Bhor from the villages of Aklej, Bhalvani, and Brahmapuri in the Rhawdharpur taluka now comprised in the Sholapur Collectorate (in native currency)	500
Difference in value between British and Native currency	224
On account of compensation for loss sustained by the Chief of Bhor in connection with the Nira Canal project	589
	1,313
Leaving a balance to be paid by the Chief annually of	4,687
	6,000

AGREEMENT entered into in July 1820 by HIS HIGHNESS the RAJAH of SATARA with the PUNT SUCHEO.

Large Seal of His Highness the Rajah of Satara.

AGREEMENT on the part of HIS HIGHNESS the RAJAH of SATARA respecting RAJÉSHREE CHIMNAJEE PUNDIT SUCHEO, to whom these commands are issued.

The country formerly possessed by you has been freely restored and bestowed through the liberality of the British Government, and an agreement, consisting of ten Articles, has been made out and delivered to you by Captain James Grant Bahadoor, on the part of the British Government. Your country has come within the limits of the territory made over to His Highness by the Treaty with the British Government, and the terms fixed by the British Government having been approved of, the Hoozoor, for the purpose of confirming you in possession, has determined as follows :—

ARTICLE 1.

Should any disturbances take place in the territories of His Highness or of the British Government which adjoin your country, aid must be afforded, by sending all the disposable police in your district, on the requisition of the mamlutdars of either government.

ARTICLE 2.

All Wuttun and other allowances hitherto possessed by you within the territory of His Highness shall be continued; and in like manner, all items of revenue belonging to His Highness's government within your country shall continue to be paid; all doomala villages and lands, wurshasuns, dhurmadaos, dewasthans, rozindars, khyrats, nemnooks, daruks, and all other allowances hitherto enjoyed within your country, must be continued without interruption; and should at present any investigation be carried on respecting the rights or possessions of those holding them on government deeds, decisions must be given upon the fixed principles of justice, so that no complaints may be made. Should persons holding inheritances of the above-mentioned description raise or excite disturbances, or commit offences against the public peace, or should persons possessed of such inheritances die without heirs, you will fully investigate the matter and state what may appear really

just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may appear fit, which must be conformed to.

ARTICLE 3.

That the inhabitants of your country may be protected, justice must be honestly administered, and a proper police must be established for the prevention and detection of thieves and robbers; but if this is not attended to, and unjust decisions given, or thefts and robberies become of so frequent occurrence, so that people may be obliged to bring forward complaints, in that case, whatever orders may, in consequence, be issued by His Highness' government, with the advice of the Agent of the British Government, these must be carried into effect.

ARTICLE 4.

Without the knowledge and orders of government no extra troops are to be levied or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms will be permitted, but information is to be sent to government, when such orders as may be sent on the subject, with the advice of the Agent of the British Government, must be considered binding.

ARTICLE 5.

Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one, or to become concerned in any assemblage of troops whatever. This Article forms the basis of the present agreement, and if it is departed from, with the advice of the British Government, your possession shall not be continued.

ARTICLE 6.

All offenders and criminals from your country, who may take shelter in the territory of His Highness, shall be delivered over to you; and in like manner all offenders and criminals from the territories of His Highness, or of the British Government, who may enter your territory, shall be given up and delivered over to whichever government they belong; and assistance must be rendered to all officers or people of both governments who may go into your district in pursuit of such offenders.

ARTICLE 7.

Whilst you remain and perform the conditions of your service in good faith, integrity, and fidelity, your possessions shall be continued without

interruption on the part of His Highness's government, and on this point the British Government is your guarantee, which His Highness's government approves of and agrees to.

ARTICLE 8.

All titles and honors formerly enjoyed by you shall be continued, and all requests forwarded by you shall be attended to, and if reasonable and proper, they will be granted, but if otherwise, rejected.

ARTICLE 9.

As your country adjoins the territory of His Highness, and it may be necessary in consequence to effect exchanges, either for the purpose of defining boundaries for police arrangements, or for settling revenue matters, therefore such exchanges shall be made with the advice of the Agent of the British Government, provided they are not injurious to your interests.

ARTICLE 10.

You must appear in personal attendance yearly at the festival of the Dussera, and also be present on all occasions of ceremony or congratulation, when your attendance may be required by His Highness; you must also attend in person whenever the establishment of His Highness may move to any great distance.

ARTICLE 11.

A yearly payment of ten thousand rupees was made by you to government on account of elephant establishment, but the village of Sonapore having come into the possession of Government, a deduction of one thousand rupees is allowed in consequence, and the payment of the balance is to be made as follows:—

	Rupees.
A payment made annually to you by Purushram Pundit Prithee Nidhee, which is now transferred to His Highness' government	2,000
Payment formerly made to you from the hoozoor mamla of Prant Kurar, now transferred to His Highness' government	1,000
A cash payment to be made yearly by you to His Highness' government or items of revenue, land, or villages as may be arranged by the Agent of the British Government, to the amount of	6,000
TOTAL .	9,000

Dated———July 1820.

No. LXVIII.

Small Seal of His Highness the Rajah of Satara.

AGREEMENT for an interchange of territory between the HONOURABLE the EAST INDIA COMPANY and the PUNT SUCHEO of SATARA, dated the 12th April 1830, with Schedule annexed.

ARTICLE 1.

Whereas a mutual interchange of territory between the British Government and the Punt Sucheo has been agreed upon, according to the jummabundee of the year Soorsun Suman-wu-Ushreen-Myatein-wu-Ulf (A. D. 1827-28) after the deductions of purbhara and itlak (alienations, pensions, etc., etc.), and tota khurch (the amount which cannot be realized), to have effect from the 1st of May 1829; and on the 13th of November 1829 a memorandum was prepared of the country to be transferred, in which certain items remained for adjustment: the following settlement has therefore been determined on :—

Amount of revenue of the country transferred by the British Government to the Punt Sucheo, as by the memorandum of the 13th November 1829 . . .		Rs. 32,556	2 83
Deduct—			
The produce of the jungle toddy trees (raeemar) of the following villages which have been retained by the Honourable Company :—			
	No. of Raees.		
Mouza Wangnee	1		
„ Sookelee	1		
„ Rabgaon	2		
„ Wasgaon	3		
„ Pigonde	1		
	8	Rs. 45	2 0
The tax from persons fishing in the Tam Doho, situated within the boundaries of mouza Tamsolee, of the Nagotna turruf, which is retained by the Honourable Company, and was erroneously included in the Mohturfa of Mamle Palee		Rs. 35	0 0
The proportion of the value of the honey produced on the Raees mentioned above . .		„ 3	0 0

The transit duties, and those on salt, at the Naka of Oomurkhind, which has been retained by the Honourable Company, and was erroneously included in the former memorandum .	Rs. 132 3 74		216 1 74
Total transferred by the Honourable Company to the Punt Sucheo .		Rs.	32,340 1 09
Transferred in lieu of revenue belonging to the Punt's jaghire	Rs. 29,317 3 05		
Transferred in lieu of revenue belonging to the Punt on account of Sahotra and Mokasa :—			
Mouza Jhamp . . .	Rs. 1,119 1 22		
„ Wadolee . . .	„ 736 3 26		
„ Targaon . . .	„ 124 2 44		
„ Rasul . . .	„ 1,041 3 12		
	3,022 2 04		32,340 1 09
Amount of revenue transferred by the Punt Sucheo to the Honourable Company as by the memorandum of the 13th November 1820		Rs.	32,522 0 42
Amount to be added to the Punt's revenue of the twelve villages of the Shee Mehal retained by the Honourable Company in consequence of a mistake in the Koolkurnees' accounts . . .		„	280 1 34
Amount to be added in consequence of the alienations from the Punt's revenue in the Nagotna turruf having been erroneously twice deducted -		„	187 1 11
Amount awarded to the Punt Sucheo in lieu of all claims in consequence of certain items which have been disallowed . . .		„	51 0 98

Turruf Nagotna.

Deduct—

Amount overcharged in the Punt's accounts on the price of batty straw	Rs. 131 3 94		
Amount overcharged in the tax on milch cattle .	„ 37 2 06		
Amount overcharged in the quarternal receipts from the zemindars of turruf Nagotna . . .	„ 118 1 96		
	„ 287 3 96		
Overcharge in the receipts from the zemindars of turruf Ashtumee	„ 12 2 80		300 2 76
Total transferred by the Punt Sucheo to the Honourable Company .		Rs.	32,740 1 09
Revenue belonging to the Punt's jaghire . .	Rs. 29,723 3 40		
Revenue derived from the Sahotra and Mokasa :—			
Sahotra	Rs. 1,329 0 01		
Mokasa	„ 1,687 1 68		
	3,016 1 69		32,740 1 09

Abstract.

Transferred by the Honourable Company to the Punt Sucheo	Rs.	32,340 1 09
Transferred by the Punt Sucheo to the Honourable Company	„	32,740 1 09
Balance in favour of the Punt Sucheo to be paid annually in cash	„	400 0 0

ARTICLE 2.

The country producing revenue to the above amount of Rs. 32,340-1-09 has thus been transferred, in full sovereignty, by the Honourable Company to the Punt Sucheo, in lieu of revenue belonging to that Chieftain, amounting, as above, to Rs. 32,740-1-09, and the balance Rs. 400 is to be paid annually in cash to the Punt.

Settled on the part of the Honourable Company by L. R. Reid, Esq., Principal Collector and Magistrate of the Konkan, and on that of the Punt by his Vakeels, Ragho Appajee Mokuddum and Pandoorung Gungadhur Gunpoole, and signed this 18th of Shawul, the 5th of Chintru Vud, Shuke 1752 (the 12th of April A. D. 1830).

(Sd.) L. R. REID, *Principal Collector.*

„ RAGHO APPAJEE MOKUDDUM.

„ PANDOORUNG GUNGADHUR GUNPOOLE.

PAPER containing the PARTICULARS of the TRANSFER OF TERRITORY alluded to in Article 1 of the AGREEMENT.

Schedule of villages of Turrufs Palee and Shee Mehal, in which the Honourable Company's rights have been made over to the Punt Sucheo in entire sovereignty.

MAMLE PALEE.

1. The Kusba or town of Palee.

Turruf Huwelee.

2.	Mouza	Oodhur.	7.	Mouza	Wawe.
3.	„	Targaon.	8.	„	Rasul.
4.	„	Purs're.	9.	„	Ambnole.
5.	„	Khandpolee.	10.	„	Dapore.
6.	„	Bhymo.	11.	„	Waghosee.

Turruf Asre Adharne.

12.	Mouza	Ghotnore.	16.	Mouza	Mongaon Khoord.
13.	„	Wawe.	17.	„	Muzre Sawe.
14.	„	Wasonde.	18.	„	Bheleew.
15.	„	Mongaon Boozoorg.	19.	„	Phulian.

Turruf Antone.

20. Mouza Jhamp. | 21 Mouza Wawlolee.
22. Mouza Boorinbalee.

TURRUF SHEE MEHAL.

Turruf Asree Adharne.

1. Mouza Kondgaon.
2. „ Ambegaon.
3. „ Wanrosee.
4. Muzree Nuogur.
5. Mouza Kanhiwlee.
6. „ Tiwree.
7. „ Pernlee.
8. „ Kansul.
9. Kusba Asree.
10. Mouza Moolshee.
11. „ Kulumb.
12. „ Hurneree.
13. „ Kistwur.
14. Muzree Hednolee.
15. Mouza Wurar.
16. „ Kurchonde.
17. „ Nanose.
18. „ Purgholee.
19. „ Amnoree.
20. „ Duhigaon.
21. „ Gondao.
22. „ Chindurgaon.
23. „ Hatond.
24. „ Mahagaon.
25. „ Purlee (inam).
26. „ Dhokshet.
27. Muzree Dondiwlee.

Turruf Antone.

28. Mouza Kursamle.
29. „ Nennalee.
30. „ Pimplolee.
31. „ Nagove.
32. „ Nagshet.
33. Kusba Antone.
34. Mouza Kulenbosee.
35. „ Bulke.
36. „ Chinchaolee.
37. „ Kandule.
38. „ Gondule.
39. „ Googoolwara.
40. Mouza Nandgaon.
41. „ Gomasee.
42. „ Potluj Khoord.
43. „ Potluj Boozoorg.
44. „ Adoolsee.
45. „ Bharje (inam).
46. „ Ambnolee.
47. „ Amtnonee.
48. „ Sideshwur Khoord.
49. „ Sideshwur Boozoorg.
50. „ Pooee.
51. „ Khendsnee.
52. Mouza Narsoor.

Turruf Huwelee.

53. Mouza Oosale.
54. „ Chive.
55. Muzree Jumpoobara.
56. „ Bhilpara.
57. Mouza Aondhe.
58. „ Koombhargur.
59. Mouza Kuvelee.
60. „ Wafegur.
61. „ Virsnee.
62. „ Kurnujgur.
63. „ Khnolee (inam).
64. „ Murhalee.

ABSTRACT.

Mamle Palee	Villages	22
Turruf Shee Mehal	„	64
		86

SOUTHERN KONKAN;
COLLECTOR'S OFFICE,
12th November 1829.

(Sd.) L. R. REID,
Collector.

Schedule of villages of Mamle Palee and Turruf Shee Mehal retained by the Honourable Company.

MAMLE PALEE.

Turruf Huwelee.

1. Mouza Shilosee.
2. „ Rabgaon.
3. „ Bulhap.
4. „ Chikulgaon.
5. Mouza Oonere Boozoorg.
6. „ Oonere Khoord.
7. „ Pilosree.
8. „ Khoombarshet (inam).

Turruf Asre Adharne.

9. Mouza Oomre.
10. „ Chawunee.
11. Mouza Tooksnee.
12. „ Doorshet.
13. Mouza Nere.

TURRUF SHEE MEHAL.

Turruf Huwelee.

1. Mouza Wuzrolee.
2. Mouza Pimplolee.

Turruf Asree Adharne.

3. Mouza Shene.
4. „ Virane.
5. „ Nanegaon.
6. Mouza Adharne.
7. „ Hetuone.
8. „ Tilhere.
9. Mouza Wurnone.

Turruf Antone.

10. Mouza Erul.
11. Muzree Kamthe.
12. Muzree Dhugarwaree.

ABSTRACT.

Mamle Palee	Villages	13
Turruf Shee Mehal	„	12
		25

SOUTHERN KONKAN;
COLLECTOR'S OFFICE,
12th November 1829.

(Sd.) L. R. REID,
Collector.

Statement of the amount of revenue mutually transferred between the British Government and the Punt Sucheo, framed according to the accounts of the year A.D. 1827-28, Soorsun Suman-wu-Ushreen-wu-Myatein-wu-Ulf.

Made over by the Honourable Company to the Punt Sucheo in full sovereignty, 22 villages of Mamle Palee	Rs.	11,553	1 65
The Company's share of 64 villages of turruf Shee Mehal	„	15,854	3 89
Land customs, including transit duties on salt within the above tract	„	5,148	1 29
	Rs.	32,556	2 83

Made over by the Punt Sucheo to the Honourable Company :—			
The Punt's share of the revenue in turruf Nagotna . .	Rs.	18,375	2 52
The same in turruf Ashtumee	„	13,122	3 22
The same in 12 villages in turruf Shee Mehal . . .	„	1,023	2 68
	Rs.	32,522	0 42
Balance in favour of the British Government	„	34	2 41

SOUTHERN KONKAN;
COLLECTOR'S OFFICE,
12th November 1829.

(Sd.) L. R. REID,
Collector.

No. LXIX.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the PUNT SUCHEO, dated the 3rd February 1839.

The late Punt Sucheo Rughoonath Rao having on his death-bed adopted the son of his half-brother, Ramjee Appa, as his heir, which adoption, after a full consideration of the case, the Right Honourable the Governor-General of India has been pleased to recognize, and orders having been received to this effect from the Honourable the Governor in Council of Bombay, as well as that the present heir, Chimnajee Rughoonath, being of tender years, a Karbaree should be appointed to manage the affairs of the jaghire, a communication was transmitted to Bhore on this subject, and in accordance with this communication, Damodur Moreshwar, Venkajee Rungnath, and Sudasheo Khundi Rao, having waited on the Resident with full powers to make the arrangements pointed out by Government, the following Articles are hereby agreed to by the undersigned on the part of Chimnajee Rughoonath Punt Sucheo:—

ARTICLE 1.

By the 1st and 2nd articles of the Treaty between the British Government and the Punt Sucheo, under date the 22nd April 1820, the Punt is bound to provide for the establishment, in his jaghire, of a good police; as also that whenever stolen property may be pointed out within the country of the Punt, or thieves traced into it, both the property and the thief must be delivered over to whichever of the governments may demand them, and assistance must be afforded to the officers of either government who may be sent for the apprehension of criminals and offenders. In elucidation of this Article, it is now also agreed that the Punt fully recognizes the right of the officers of the British Government to enter his territory in pursuit of offenders and stolen property; that he will aid these officers to the utmost of his ability in the performance of this duty; and that all such offenders and stolen property will be given up without demur to the British Government. All such evidence, etc., also as may be required for the trial of British subjects before British Courts, for crimes committed in the Punt's country, are immediately to be forwarded, as pointed out by the British authorities.

ARTICLE 2.

It is also hereby understood and agreed to by the Punt that the entire jurisdiction, civil and criminal, of the village of Payet, of the Poona Zillah and of the kusba of Neeghoz, of the Ahmednuggur zillah, shall be ceded to the British Government. These two villages being surrounded by the Company's territory, and quite detached from that of the Punt Sucheo, justice will henceforward be administered according to the rules and regulations in force in the British territory.

ARTICLE 3.

Whereas for the promotion of trade and commerce, the British Government has abolished all transit duties, the Punt Sucheo, with the same object, consents to abolish those levies within his territories. The Punt also hereby agrees to adopt the same system as may be adopted by the British Government with respect to the compensation to be granted to all parties possessing hulks on the duties to be abolished by this Article.

ARTICLE 4.

It is also understood and agreed to that the settlement made by the late Rughoonath Rao Punt Sucheo with the bankers, for the payment of the debts of the estate, is to be strictly adhered to, and that no further debt is to be contracted on any account whatever without the sanction of the British Government.

ARTICLE 5.

It is also understood and agreed to that the annual allowances of Radha Bai and Bhuwanee Bai, the grandmother and mother of the late Punt Sucheo, are to be duly paid in the same manner as during the lifetime of Rughoonath Rao.

ARTICLE 6.

It is also hereby declared and agreed to by the Punt Sucheo that the Company's Rupee shall be the current coin within the Punt's territory in the same manner as in the Company's country.

ARTICLE 7.

The undersigned having been named by Gungabai Sucheo as Karbarees for the management of the estate, they hereby agree that they will faithfully and honestly discharge their duty so as to give satisfaction to the British Government, to the Punt, and inhabitants at large; yearly accounts of the receipts and disbursements of the jaghire are also to be rendered. And it is clearly understood that these Karbarees may be removed or changed as Government may deem expedient.

ARTICLE 8.

Finally, it is understood that the above agreement refers to the territory of the Punt Sucheo within British jurisdiction.

In all, the eight Articles, as set forth, are agreed to.

Sunnut Tissa-wu-Sullaseen-wu-Myatein-wu-Ulf, the 17th of Zilkad, the 3rd of February 1839.

(Sd.) DAMODUR MORESHWUR GANDEKUR, in his own handwriting.
„ VENKAJEE RUNGNATH, in his own handwriting.
„ SUDASHEO KHUNDE RAO, in his own handwriting.

Approved and confirmed by the Bombay Government on the 16th February 1839, and by the Right Honourable the Governor General of India on the 8th April following.

No. LXX.

OPIUM AGREEMENT.

AGREEMENT between the POLITICAL AGENT of POONA, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and MEHERBAN SHUNKER RAO PANDIT PANT SACHIV CHIEF of BHOR on behalf of himself his heirs and successors regarding the manufacture consumption and sale of opium in the Bhor State.

Whereas in accordance with the existing relations between the British Government and Meherban Shunker Rao Pandit Pant Sachiv Chief of Bhor the cultivation of poppy and the manufacture of opium are prohibited in the Bhor State and no opium may be consumed in the said Bhor State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of the Chief of Bhor hereinafter contained the British Government has agreed to relinquish the portion of the said duty on all opium that shall be hereafter conveyed into the said Bhor State for consumption therein in accordance with the said covenants.

2. The Chief of Bhor agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely):—

(*a*) by direct importation from Malwa and Rajputana; or

(*b*) by purchase in Bombay; or

(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of British India into through or from which such import transport or export is necessary;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British Districts of Satara Kolaba and Poona.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British districts of Satara Kolaba and Poona.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British districts of Satara Kolaba and Poona.

(7) That he will forthwith introduce and enforce in his territory the Regulations published under Government Resolution in the Revenue Department No. 7207 dated 18th September 1895 and will hereafter from time to time adopt and enforce any change in the said Regulations or any new Regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombay shall in the interests of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Poona in such form as the Governor in Council of Bombay shall after consulting the Commissioner of Customs Salt Opium and Abkar from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Chief of Bhor duly fulfils the foregoing covenants one-tenth of the duty payable to the British Government on any opium conveyed into the territory of the Chief of Bhor in accordance with the relations between the British Government and the Chief as recited in the preamble to this agreement shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay then that the one-tenth of the amount of the duty which has been so paid shall be refunded to the Chief:

Provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause and that no such alterations shall release the said Chief of Bhor from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Bhor this thirteenth day of October 1897.

SHUNKER RAO,
Chief of Bhor.

A. R. BONUS,
Political Agent, Poona.

No. LXXI.

AGREEMENT between the POLITICAL AGENT of POONA, acting under the authority of HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL, on behalf of the BRITISH GOVERNMENT, and RAO SAHEB MEHERBAN SHANKARRAO CHIMNAJI, PANT SACHIV of BHOR, on behalf of himself, his heirs and successors, regarding the surrender of lands in the Pant's Jaghir taken up for works in connection with the Nira Canal,—1897.

ARTICLE I.

The Pant, in consideration of the concessions to be made to him by the British Government in accordance with Article 4 of this Agreement, agrees

to surrender to the British Government the lands delineated in a sketch plan signed by the parties to this Agreement and deposited in the office of the Chief Secretary to the Government of Bombay, and more particularly described in the list marked "A" appended to this Agreement, and signed by the parties hereto, together with all proprietary and other rights possessed by him in and over the same.

ARTICLE II.

The Pant, at the request of His Excellency the Governor of Bombay in Council, also authorizes such officers, as His Excellency in Council may from time to time appoint, to perform the duties of Police Officers, and to exercise civil and criminal jurisdiction for and on behalf of himself within the limits of the said lands.

ARTICLE III.

The Pant also undertakes that he will promptly and liberally settle all just claims of village servants useful to the State, whose lands or allowances are included in or appertain to the said lands only to the extent of the compensation received from the British Government for their claims.

ARTICLE IV.

The British Government, in consideration of the foregoing particulars agreed to by the Pant, agrees that, with effect on and from the sixth day of June 1882,

(1) the claims of Government against the Pant on account of amals, judi and other items of land-revenue in the Poona and Satara districts, to the aggregate annual amount of ₹3,941-10-2, which are set forth in the list marked "B," hereto appended and signed by the parties hereto, shall be remitted in perpetuity;

(2) the kurans described in the list marked "C," hereto appended and signed by the parties hereto, from which a revenue amounting on an average to about ₹534-1-4 per annum has hitherto been derived by Government, shall belong exclusively to the Pant as part of his jaghir, free of all claim thereto or thereover on the part of the British Government, but subject nevertheless to the condition that the Pant shall always carefully conserve the same as forest;

(3) the sum of ₹592 shall be remitted in perpetuity out of the sum of ₹5,276, which the Pant pays annually into the Satara treasury on account of *pilkana bab*.

ARTICLE V.

The Pant agrees to receive the remission of the said sum of ₹592 annually in lieu of a supplementary cash payment of ₹11,844-12-6, on which it represents interest at the rate, approximately, of five per centum

per annum. The said supplementary cash payment is calculated to be due to the Pant as follows, *viz.*:—

	R	a.	p.
(*a*) On account of compensation payable to him for items not covered by the concessions made by the British Government as per clauses (1) and (2) of Article 4 .	7,749	1	8
(*b*) On account of five per centum of the sum of R81,913-10-4 (that being the aggregate of the compensation which, it is calculated, would be payable to the Pant, if he were to receive a cash payment for the whole of his claims in respect of the lands surrendered by him under this Agreement)	4,095	10	10
TOTAL	11,844	12	6

ARTICLE VI.

The Pant agrees to receive such portion of the said annual remission of R592 as represents interest at five per centum per annum on the said sum of R4,095-10-10 in complete satisfaction of all errors and omissions which may have occurred in calculating the amount of compensation payable to him in respect of the lands aforesaid.

ARTICLE VII.

The British Government agrees that the ferries and boats in use by the Bhor State on the Bhatgar Reservoir shall remain as hitherto uninterfered with by the British authorities.

ARTICLE VIII.

The British Government also agrees that the ways and paths now in use for fetching water from the Reservoir for drinking purposes and for the village cattle shall be open as hitherto.

Executed at Bhor this fifth day of July 1897.

(Signed) RUHANET,
Political Agent.

SHUNKER RAO,
Pant Sachiv.

Approved and confirmed by the Government of India.

By order,

W. J. CUNINGHAM,
Secretary to the Government of India in the Foreign Department.

CALCUTTA;
The 18th December 1897.

Here follow Lists A, B and C.

No. LXXII.

AGREEMENT regarding the ABKARI ADMINISTRATION of the BHOR STATE between JOSHUA KING, ESQUIRE, POLITICAL AGENT of SATARA, acting under the AUTHORITY of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT of the one part and MEHERBAN SHANKAR RAO PANDIT PANT SACHIV, CHIEF of BHOR, on behalf of himself, his heirs and successors of the other part,—1885.

ARTICLE 1.

With a view to assimilating the system of Abkari administration in the Bhor State to the system in force in the adjoining British districts of Poona, Satara and Kolaba and thereby preventing loss to the revenue from Abkari as well in the said State as in the said British districts, the Pant Sachiv agrees that the law from time to time in force in the said British districts regarding Abkari shall also have force so far as may be in the Bhor State.

ARTICLE 2.

In furtherance of the same object the Pant Sachiv agrees to continue the farm of the Abkari revenue of the Bhor State to the British Government until the thirty-first day of July one thousand eight hundred and ninety-four on the conditions:—

(*a*) That the annual sum of rupees twelve thousand four hundred and forty-eight annas thirteen and pies eight comprising the following items shall be paid to him by the British Government in equal half-yearly instalments on the tenth January and tenth July (namely):—

	Rs.	a.	p.
Amount paid annually to the Pant Sachiv as per his agreement of twentieth April one thousand eight hundred and seventy-nine	11,902	5	6
Now added—			
Amount of compensation to be paid annually by the Pant Sachiv to Inamdars and Hakdars in the Sudhagad Mahal for the relinquishment of their Abkari rights .	170	4	2
	Rs. a. p.		
Value of liquor customarily supplied by contractors to the State	15 10 0		
Add twenty-five per cent. on do. .	3 14 6		
	19	8	6
Value of liquor customarily supplied by contractors on account of the Bhorai deity .	4 3 6		
Add twenty-five per cent. on do. .	1 0 11		
	5	4	5
On account of the loss of import duty on Mowra flowers	281 2 6		
Add twenty-five per cent. on do. .	70 4 7		
	351	7	1
TOTAL	12,448	13	8

(*b*) That the above sum of rupees twelve thousand four hundred and forty-eight annas thirteen and pies eight includes compensation on account of toddy in the Sudhagad taluka only, and therefore whatever sums are realized by the British Government on account of trees tapped in the other talukas shall be paid to the Pant Sachiv from time to time in addition to the annual payment named in clause (*a*) of this article.

(*c*) That the British Government will be prepared to consider claims for compensation on account of any item of Abkari revenue which may hereafter be found to have been overlooked at the time of the execution of this agreement.

ARTICLE 3.

The British Government agrees that during the term of the said farm the Abkari administration of the Bhor State shall be conducted under the orders of the Governor in Council of Bombay in accordance with the law aforesaid and subject to the following conditions, namely: —

(*a*) That the rates of the taxation of liquor in the Bhor State shall be the same as in the aforesaid British districts.

(*b*) That the same reasonable facilities shall be afforded to the inhabitants of the said State to obtain liquor for their consumption as to the inhabitants of the said British districts.

(*c*) That the retail selling prices of liquor shall be the same in the Bhor State as in the said British districts, and there shall be no prohibition of the sale of liquor in shops in the said State to British subjects or *vice versâ*.

(*d*) That the Pant Sachiv shall be consulted from time to time as to the number and position of the liquor shops to be licensed in the State, the fitness of the person to whom it is proposed to give retail licenses and such like details of the Abkari administration.

(*e*) That if the farm of the Abkari revenue shall be sublet to a third person, the Pant Sachiv shall be furnished with a copy of such sub-farmer's agreement with the British Government.

ARTICLE 4.

The farm of the Abkari revenue to the British Government for the period aforesaid shall not be deemed to confer upon the said Government any proprietary right to the palm and other toddy-producing trees or to the land in which such trees are growing, but the juice produced from all such trees shall be subject to the farm as an item of Abkari revenue.

ARTICLE 5.

The Pant Sachiv engages cordially to co-operate with the officers of the Bombay Government in giving effect to the provisions of the Abkari law and rules from time to time in force and will use every endeavour himself and

through the subordinate officers of the State to prevent the illicit manufacture, sale, transport or possession of liquor or the unlawful possession or use of any material or implement for manufacturing liquor or any breach of any of the provisions of the said law or rules.

ARTICLE 6.

All offences against the said Abkari law and rules committed in the Bhor State shall be cognizable by the ordinary Criminal Courts of the State.

ARTICLE 7.

The British Government agrees that during the term of the said farm a separate account shall be kept of the Abkari revenue of the Bhor State and that a copy of the account shall be given, if required, annually to the Pant Sachiv for his information.

ARTICLE 8.

On the expiry of the term of the said farm on the 1st August one thousand eight hundred and ninety-four the administration of the Abkari revenue of the Bhor State shall revert to the Pant Sachiv, but the Pant Sachiv agrees that on and after the said date:

(*a*) The same Abkari law and rules which are in force in the adjoining British districts of Poona, Satara and Kolaba shall be maintained in the State.

(*b*) The rates of the taxation of liquor in the State shall be the same as in the aforesaid British districts.

(*c*) The Abkari administration of the State shall be in every way so conducted as not to cause injury to the Abkari revenue of the adjoining British districts, and the Political Agent shall be consulted, when necessary, with a view to preventing any such result. But nothing in this article shall be deemed to require the Pant Sachiv to make any arrangement injurious to the legitimate interests of the Bhor State, and the British Government undertakes that the Abkari administration of the adjoining British districts shall be so conducted as not to cause injury to the legitimate interests of the said State.

Executed at Bhor this twenty-fourth day of November one thousand eight hundred and eighty-five.

Seal.

(Sd.) J. KING,
Political Agent, Satara.

(Sd.) SHANKAR RAO,
Chief of Bhor.

Approved and confirmed by His Excellency the Viceroy and Governor General of India.

(Sd.) H. M. DURAND,
Secretary to the Govt. of India, Foreign Dept.

Fort William, the 29th January 1886.

No. LXXIII.

Bhor Agreement,—1890.

No. 1040.

Political Department.

Bombay Castle, 13th February 1890.

Memorandum from the Commissioner, C. D., No. Pol.—20, dated the 15th January 1890—Submitting, as required by paragraph 14 of Government Resolution No. 2898 of the 26th April last, a letter No. Pol.—10, dated the 9th January 1890, from the Political Agent, Poona, who forwards the following agreement with the Pant of Bhor:—

"*Article of Agreement for the removal of restrictions on free trade in the Bhor State under the Poona Political Agency.*

"Preamble.

"Whereas the Chief of Bhor declared on the 1st August 1887 his intention to abolish the duties on export and import known as Sthalmod and Stalbharit, and whereas it is considered by the Governor of Bombay in Council desirable to obtain an engagement from the Chief of Bhor that he will continue this policy in regard to free trade, the following article in this view is agreed upon between Meherban Shankarrao Pandit, Pant Sachiv, Chief of Bhor, on behalf of himself and his heirs and successors on the one part, and W. A. East, Esquire, Political Agent of Poona, for the time being, on behalf of the British Government on the other.

Article 1.

"The Pant Sachiv engages to abolish within his territory from henceforth all taxes or imposts on the import, export or measurement of commodities other than snuff, sulphur and poisonous drugs: Provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals or causeways for the repair or maintenance of the same, or of any Octroi levied upon articles consumed within Municipal limits or of any taxes constituting the Abkari revenue.

"Executed at Bhor this 22nd day of October."

States that the Chief was also desirous of adding the words "and Forest" between "Abkari" and "revenue" in the last line of the document, and that it appears the Chief is in the habit of levying dues on forest produce from private lands exported from the State which the Chief thought might be taken as precluded if not specially excepted from the agreement; observes that he thought it better to inform Government separately of the Pant's

wishes than to insert in the agreement words which might be quoted hereafter as implying the tacit approval of Government to a form of revenue of the legitimate nature of which he is not persuaded; and mentions in this connection that the Pant's claims to a share in forest produce on private lands have been for some little time a bone of contention between him and his rayats and are in some instances of doubtful validity. The Commissioner considers that the Political Agent acted judiciously in declining to allow the proposed addition to the agreement.

Resolution.—The action of the Political Agent in advising the Chief not to insert the words "and forest" in the agreement is approved. A fuller report should be submitted regarding the Chief's claim to dues on the forest produce of private land.

2. The agreement should be kept on the records of Government.

J. MONTEATH,
Acting Secretary to Government.

To

The Commissioner, C. D.
The Collector and Political Agent, Poona.

No. LXXIV.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the PUNT PRITHEE NIDHEE, of SATARA, dated the 22nd April 1820.

Seal of Captain J. Grant.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR, on the part of the HONOURABLE COMPANY, for RAO SAHIB MUSHFUK MEHERBAN PURASHRAM PUNDIT PRITHEE NIDHEE.

The possessions of the Punt Prithee Nidhee came into the possession of the British Government along with the rest of the country; but in consideration of the antiquity and respectability of the family, they have been freely restored in the same manner as they were held up to the period of the war. But as the greater part of the country of the Prithee Nidhee is within

the limits of the territory made over by Treaty to His Highness the Rajah of Satara, the Prithee Nidhee therefore is placed under the government of His Highness.

The British Government is the guarantee, and the terms fixed are as follows:—

ARTICLE 1.

That the inhabitants of the country under the Prithee Nidhee may be protected, justice must be properly administered, and a police established for the prevention and detection of thieves and robbers. Should justice not be honestly dispensed, and thefts and robberies, from the inefficiency of the police, become so frequent that people may be obliged to complain; in the event of such being the case, the Government of His Highness will, with the advice and assistance of the Agent of the British Government, issue directions on the subject which must be attended to.

ARTICLE 2.

An efficient police must be established, so that no inhabitants of the country under the Punt Prithee Nidhee may commit thefts or robberies within the territories of the British Government or of His Highness. Should at any time stolen property be found, or thefts traced by Magistrate within the country of the Punt Prithee Nidhee, the thief and stolen property must be made over to whichever government may demand them. People of either government, who may enter the country of the Prithee Nidhee for the purpose of apprehending criminals and other offenders must have every assistance given to them. If this is not attended to, then whatever appears to be the proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 3.

Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chiefs, such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is it permitted to give aid or assistance to any one. This article is the basis of the present agreement, and a departure from it will occasion the forfeiture of all advantages possessed by virtue of this agreement.

ARTICLE 4.

Without the knowledge and orders of government no extra troops are to be entertained or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms can be permitted, but information must be sent to the Agent of the British Government, who will represent the affair to the government of His Highness, and such decision as, with his advice, shall be given, must be reckoned binding.

ARTICLE 5.

In the event of disputes taking place regarding items of revenue possessed by the Prithee Nidhee within the districts of the Putwurdhun or others, information of the particulars must be sent to the Agent of the British Government, when a settlement will take place in consequence ; but no separate communication is to be made.

ARTICLE 6.

As the country of the Prithee Nidhee adjoins the territories of the British Government and of His Highness, it may be necessary to make exchanges for the purpose of correctly defining the boundary, or on account of police arrangements, but such exchanges shall be made in a manner not injurious to the interests of the Punt.

ARTICLE 7.

The sum of rupees two thousand (2,000) formerly paid yearly by the Prithee Nidhee to the Punt Sucheo has been made over by him to the government of His Highness, to whom it must, accordingly, be paid annually.

ARTICLE 8.

All allowances in the country of the Prithee Nidhee, such as doomala, dhurmadao, inams, wurshasuns, dewasthan, rozindar, nemnook, duruk, and others of the like kind, must be continued as they at present exist : there ought to be no complaints on this head.

ARTICLE 9.

As the British territories and those of His Highness adjoin the country of the Prithee Nidhee, it is necessary that in all cases of disturbance occurring in them, assistance shall be rendered on the requisition of the mamlutdars of either Government.

ARTICLE 10.

The Punt Prithee Nidhee must appear in personal attendance on His Highness yearly at the festival of the Dusserah. All titles and customary forms of respect hitherto enjoyed shall be continued to the Punt.

In all 10 Articles, as above, which must be observed.

Dated at Satara, the 22nd April 1820, corresponding with 8th Rujjub Sunnut Ushreen-wu-Myatein-wu-Ulf, or Arabic year 1220.

(Sd.) JAMES GRANT.

AGREEMENT between the RAJAH of SATARA and the PUNT PRITHEE NIDHEE,—JULY 1820.

AGREEMENT on the part of HIS HIGHNESS the RAJAH of SATARA respecting RAJESREE PURUSHRAM PUNDIT PRITHEE NIDHEE, to whom these commands are issued.

The country formerly possessed by you has been freely restored and bestowed through the liberality of the British Government, and an agreement, consisting of 10 Articles, has been made out and delivered to you by Captain James Grant Sahib Bahadoor on the part of the British Government. The greater part of your country has come within the limits of the territory made over to His Highness by the Treaty with the British Government, and the terms fixed by the British Government having been approved of, the Hoozoor, for the purpose of confirming you in possession, has determined as follows:—

ARTICLE 1.

Should any disturbances take place in the territories of His Highness or of the British Government which adjoin your country, aid must be afforded by sending all the disposable police in your districts on requisition from the mamlutdars of either government.

ARTICLE 2.

All wuttun and other allowances hitherto possessed by you within the territory of His Highness shall be continued, and in like manner all items of revenue belonging to His Highness's government within your country must be continued to be paid. All doomalla villages and land, wurshasuns, dhurmadao, dewasthan, rozindar, khyrat, nemnook, duruk, and all other allowances hitherto enjoyed within your country must be continued without interruption, and should at present any investigation be carrying on respecting the rights or possessions of those holding them on government deeds, decisions must be given upon the fairest principles of justice, so that no complaints may be made. Should persons holding inheritances of the abovementioned descriptions raise or excite disturbances, or commit offences against the public peace, or should persons possessed of such inheritances die without heirs, you will fully investigate the matter and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may be fit and proper, which must be conformed to.

ARTICLE 3.

That the inhabitants of your country may be protected, justice must be honestly administered, and a proper police established for the prevention and detection of thieves and robbers; but if unjust decisions are given, and no good police kept up, so that thefts and robberies become of frequent occurrence, and people in consequence may be obliged to bring forward complaints; in the event of such being the case, whatever orders may in consequence be issued by His Highness's government, with the advice of the Agent of the British Government, these must be carried into effect.

ARTICLE 4.

Without the knowledge and orders of government no extra troops are to be levied or war entered upon with any one. In all cases of domestic disputes about relationship and such like, no appeal to arms will be permitted, but information is to be sent to government, when such orders as may be sent on the subject, with the advice of the Agent of the British Government, must be considered binding.

ARTICLE 5.

Excepting those under the government of His Highness, no intercourse or communication by letter can be allowed with any Chief, such as Bajee Rao Sahib or other Princes, Chieftains, Commanders, and others, nor is it permitted to send aid to any one, or to become concerned in the assemblage of any troops whatever. This article forms the basis of the present agreement, and if it is departed from, with the advice of the British Government, your possessions shall not be continued.

ARTICLE 6.

All offenders and criminals from your country who may take shelter in the territory of His Highness shall be delivered over to you, and in like manner all offenders and criminals from within the territories of His Highness, or of the British Government, who may enter your country, shall be given up and delivered to whichever government they belong. Assistance must be rendered to people of both governments who may enter into your country in pursuit of such offenders.

ARTICLE 7.

Whilst you remain and perform the conditions of your service in good faith, integrity, and fidelity, your possessions shall be continued without interruption on the part of His Highness's government, and on this point the British Government is your guarantee, which His Highness's government approves of and agrees to.

ARTICLE 8.

All titles and forms of respect hitherto enjoyed by you shall be continued, and all requests forwarded by you shall be attended to, and, if reasonable and proper, they will be granted, but if otherwise, rejected.

ARTICLE 9.

As your country adjoins the territory of His Highness, and it may be necessary in consequence to effect exchanges either for the purpose of defining boundaries for police arrangements, or for settling revenue matters, therefore such exchanges shall be made with the advice of the Agent of the British Government, provided they are not injurious to your interests.

ARTICLE 10.

You must appear in personal attendance yearly at the festival of the Dusserah, as well as on all occasions of ceremony and congratulation when His Highness may require you to be present in person. Whenever the establishment of His Highness may move to any great distance, you must on such occasions be present and accompany His Highness.

ARTICLE 11.

The Punt Sucheo receives from you a yearly payment of Rupees two thousand (2,000), which is now agreed to be transferred to His Highness on account of the elephant establishment, and you must accordingly pay this sum annually to His Highness's government.

No. LXXV.

AGREEMENT between the BRITISH GOVERNMENT and the DUFLAYKUR, dated 22nd April 1820.

Seal of Captain J. Grant.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR on the part of the HONOURABLE COMPANY BAHADOOR for USMUT PUNA RENOOKA BAI DUFLAY DESHMOOK of JUT and KURZGEE, by which the JUT and KURZGEE Pergunnahs are made over to her.

These districts were formerly held as a personal and military jaghire, and having come into the possession of the British Government along with

the rest of the country, they are now freely restored in consideration of the antiquity and respectability of the family, to be held as formerly in personal and military jaghire. But as these districts came within the limits of the territory of His Highness the Rajah of Satara, according to the Treaty with the British Government, therefore Renooka Bai Duflay is to be considered a jaghiredar of His Highness's government, but under the guarantee of the British Government.

The following articles are agreed to on the part of the British Government and Renooka Bai Duflay:—

ARTICLE 1.

The districts of Jut and Kurzgee having been possessed as a jaghire up to the period of register, they are now freely restored and confirmed. During the government of the Peishwa these districts were held as an allowance for four hundred and fifty (450) horse under Rasteea, but afterwards the number was fixed at three hundred (300), and because the country was not in a flourishing state, full service to that amount was not demanded, and the number finally fixed at two hundred. That Renooka Bai Duflay may live in affluence and comfort, and also be enabled to keep up the contingent in the most complete state of equipment, Government have remitted three-fourths of that number, and fixed the present contingent at fifty (50) horse, which must be kept up constantly in the service of His Highness the Rajah of Satara.

ARTICLE 2.

The horses and men forming the contingent are to be good. The horses of the value of from Rupees 300 to 400 to be always present in the service of His Highness, and to proceed without delay or remonstrance wherever their services may be required. They are to be mustered whenever so ordered, and should there be any deficiency in the number, such deficiency must be made good at the annual rate of Rupees 300 per each horse, to be calculated from the period of the former muster, but previous to enforcing the demand, a representation of the circumstances will be made by His Highness's government to the Agent of the British Government, and his concurrence obtained.

ARTICLE 3.

In the event of the contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by the government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without reference to what is incurred by keeping up the horse. As the territories

of the British Government and of His Highness adjoin the jaghire, it is therefore determined that in the event of any disturbance taking place in them, on the requisition of the mamlutdar of either government, aid shall be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, and other allowances have hitherto belonged to Renooka Bai Duflay within the territories of the British Government or of His Highness shall be continued, and whatever items of revenue belonging to His Highness's Government may be within the jaghire district shall continue to be paid; all doomala villages and land, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, durruk, and such like allowances within the jaghire must be continued as they are at present. All persons having possessions on government deeds are not to be interfered with: such interruptions as might exist from temporary causes at the time charge was received from the British Government are to be examined and the claims justly settled.

Care must be taken that no just cause of complaint may be brought forward on such points. In cases where any of the above-mentioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbances, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter and state what appears really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That inhabitants of the jaghire territory may be protected, justice must be properly dispensed, and a good police upheld to detect theft and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects and their decisions must be attended to. And further, in regard to such decisions not being attended to, so that the country may fall into a state of misgovernment, and robberies and other crimes become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from Government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of

family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or communication by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance, by joining the troops of any one, to be given. This article forms the basis of the present agreement, and should what is above written be departed from, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire country, who may take shelter in the territories of the British Government or of His Highness, shall be delivered over to Renooka Bai Duflay after information has been given to the Agent of the British Government and by him communicated to the British Government or to the government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government or of His Highness shall be delivered up by Renooka Bai Duflay to their respective governments, and assistance must be rendered to people of either government who may be sent for the apprehension of such offenders.

ARTICLE 10.

Whilst you, Renooka Bai Duflay, shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, your jaghire shall be held without any interruption from His Highness's government; on this point the British Government is your guarantee.

ARTICLE 11.

All titles and forms of respect hitherto enjoyed by Renooka Bai Duflay shall be continued. All requests on the part of the jaghiredar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire district adjoins the territory of His Highness and it may be necessary to effect exchanges of items of revenue or land for the purpose either of defining the boundary or for police arrangements, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided

they are not injurious to the interests of the jaghiredar, and such exchanges must be made accordingly.

In all twelve Articles, as above, which must be observed.

Dated 22nd April A. D. 1820, corresponding with 8th Rujjub Sunnut Ushreen-wu-Myatein-wu-Ulf or Arabic year 1220, at Satara.

Signature of Captain J. Grant.

AGREEMENT between the RAJAH OF SATARA and the DUFLAYKUR,—July 1820.

Seal of His Highness the Rajah of Satara.

AGREEMENT on the part of HIS HIGHNESS the RAJAH OF SATARA respecting RENOOKA BAI DUFLAY, DESHMOOK OF the Pergunnahs of JUT and KURZGEE, to whom these commands are issued.

The pergunnahs of Jut and Kurzgee having been for a long time past possessed by you in jaghire, therefore the British Government have in their liberality freely restored and bestowed the same on you according to terms fixed by Captain James Grant Bahadoor on their part consisting of 12 Articles.

The country of the jaghire having come within the limits of the territory of His Highness by the Treaty with the British Government, an agreement in consequence has been made out and delivered to you on the part of the British Government, which has been approved of by the Hoozoor, and for the purpose of confirming you in the above-mentioned jaghire the Circar has determined as follows:—

ARTICLE 1.

The pergunnahs of Jut and Kurzgee are to be held as a personal and military jaghire on condition of furnishing fifty (50) horse, completly equipped, to be kept constantly present in the service of His Highness the Rajah of Satara.

ARTICLE 2.

The horses and men forming the contingent are to be good; the horses of the value of from Rupees 300 to 400 to be kept constantly ready in the

service of His Highness, to be mustered whenever so ordered, and to proceed wherever their services may be required without delay or remonstrance. Should any deficiency in the number appear at muster, such deficiency must be made good at the annual rate of Rupees 300 for each horse, to be calculated from the period at which the former muster took place; but previous to enforcing this demand His Highness's government will make a representation of the circumstances and obtain the concurrence of the Agent of the British Government.

ARTICLE 3.

In the event of your contingent being employed in war on requisition by the Agent of British Government, and should any men or horses in consequence be either killed or wounded, it is to be clearly understood that nothing in the way of compensation shall be paid by the government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowances.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without any reference to what is incurred by keeping up the horse. The territories of the British Government and of His Highness being situated close to the jaghire country, in the event of any disturbance taking place, on the requisition of the mamlutdars of either government, aid must be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever wuttun or other allowances have hitherto been enjoyed by you within the territory of His Highness shall be continued, and all items of revenue belonging to His Highness within your districts shall continue to be paid. Within the jaghire country all doomalla villages and land, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, and such like allowances must be continued as they at present stand. All persons having possessions on government grants are not to be interfered with; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the above-mentioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbance, or commit any offences against the peace of the public, or should such persons die without heirs, you will fully investigate the matter, and state what may appear really just, when

His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That the inhabitants of the jaghire country may be protected, justice must be properly administered, and a good police upheld to detect theft and to suppress gang robberies. If this is not attended to, and unjust decisions given, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to. And further in regard to such decisions not being attended to, so that the country may become in a state of misgovernment, and robberies and other crimes of very frequent occurrence, then whatever appears to be the proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted; but the matter is to be represented to government, when such orders as may be given, with the advice of the Agent of the British Government, must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or communication by letter is to be entered into with any Chiefs, such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and should what is above written be departed from, with the advice of the Agent of the British Government, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire country, and who may take shelter in the territory of His Highness shall be delivered over to you; all criminals from within the territories of His Highness or of the British Government shall be delivered up to their respective governments, and every assistance must be rendered to people of either government who may enter your country in pursuit of such offenders.

ARTICLE 10.

Whilst you continue to perform the terms of your service in good faith, integrity, and fidelity, your jaghire shall be held without any interruption on

the part of the Circar; on this point the British Government is your guarantee, which His Highness's government agrees to.

ARTICLE 11.

All titles and all customary forms of respect hitherto enjoyed by you shall be continued. All requests on your part which may be reasonable and proper shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As your jaghire adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of land or items of revenue, either for the purpose of distinctly defining the boundary, or for police arrangements, therefore such exchanges shall take place with the advice and assistance of the Agent of the British Government, provided they are not injurious to your interests.

ARTICLE 13.

You must appear in personal attendance yearly at the festival of the Dusserah, and also attend on all occasions of ceremony or congratulation when your attendance may be required by His Highness. You must also be in personal attendance whenever the establishment of His Highness may move to any great distance.

No. LXXVI.

AGREEMENT between the HONOURABLE EAST INDIA COMPANY and the DESHMOOK of PHULTUN, commonly called the NIMBALKUR, dated the 22nd April 1820.

Seal of Captain J. Grant.

TERMS fixed by CAPTAIN JAMES GRANT SAHIB BAHADOOR on the part of the HONOURABLE COMPANY for RAO SAHIB MEHERBAN JAN RAO NAIK NIMBALKUR, DESHMOOK of PHULTUN, by which the PERGUNNAH of PHULTUN is made over to him, as he enjoyed the same formerly in personal and military jaghire.

This district, along with the rest of the country, having come into the possession of the British Government, it is now freely bestowed as a military

jaghire in consideration of the antiquity and respectability of the family; but as, according to the terms of the Treaty concluded with His Highness the Rajah of Satara, this jaghire is within the limits of his territory, therefore Jan Rao Naik Nimbalkur is to be considered a jaghiredar of His Highness's government, but under the guarantee of the British Government.

The following Articles are agreed to on the part of the British Government and Jan Rao Naik :—

ARTICLE 1.

The Phultun pergunnah having been possessed up to the war as a personal and military allowance, in like manner it is now restored and confirmed. During the government of the Peishwa, the contingent was fixed at three hundred and fifty (350) horse, but in consequence of the country not being in a flourishing state, service to the full amount of this number was not insisted upon.

That Jan Rao Naik may live in affluence and comfort, and also be enabled to keep up his contingent in the most complete state of equipment and readiness for the service, Government have fixed the amount of it at ninety (90) horse, of which number seventy-five (75) must always remain in the service of His Highness the Rajah of Satara, and the remaining fifteen (15) with the Naik.

ARTICLE 2.

The horses and men forming the contingent are to be good, the horses of the value of from Rupees 300 to 400, and to be always kept ready in the service of His Highness's government. Wherever their services may be required, they are to proceed without any delay or remonstrance. They are to be mustered whenever so ordered, and should there be any of the number deficient, such deficiency must be made good at the annual rate of Rupees 300 for each horse, calculated from the period at which the former muster took place; but previous to enforcing the demand, His Highness's government will make a representation of the circumstances and obtain the concurrence of the British Government.

ARTICLE 3.

In the event of the contingent being employed in war, under a requisition from the British Government, should any horses or men in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by His Highness's government. Risks and casualties of all kinds, including the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without any reference to what is incurred by keeping up the horse. The territories

of the British Government and of His Highness being situated close to the jaghire, in the event of any disturbance taking place, on the requisition of the mamlutdars of either of the Governments, aid must be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, etc., have hitherto belonged to the Naik shall be continued to him in the territory of His Highness, and all items of revenue of His Highness, which lie within the district of the Naik, shall be paid to His Highness's government. Within the jaghire territory all doomalla villages, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, and such like payments, must be continued as they are at this time. All persons having possessions on government grants are not to be interfered with ; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the abovementioned possessors of inheritance or allowances shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued, either in respect to punishment or resumption. Should persons holding such inheritance or allowance raise or excite any disturbance, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter, and state what may appear really just, when His Highness's government, with the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That the subjects of the jaghire territory may have protection, justice must be properly administered, and a good police upheld to detect thefts and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to ; and further, in regard to such decisions not being attended to, so that the country may become in a state of misgovernment, and robberies and other crimes of very frequent occurrence, then whatever appears to be proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of

family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness, and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or correspondence by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and should what is above written be departed from, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire territory, and who may take shelter in the dominions of the British Government or of His Highness, shall be delivered over to Jan Rao Naik Nimbalkur, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be ; and in like manner, all criminals from the territories of the British Government or of His Highness shall be delivered up by Jan Rao Naik to their respective governments, and assistance must also be rendered to any public servants who may be sent for the apprehension of such persons.

ARTICLE 10.

Whilst Jan Rao Naik shall continue to fulfil the terms of his service in good faith, integrity, and fidelity, the jaghire shall be held without any interruption from His Highness's government ; on this point the British Government is the guarantee.

ARTICLE 11.

All titles and customary forms of respect hitherto enjoyed by Jan Rao Naik shall be continued. All requests on the part of the jaghiredar, which may be reasonable and proper, shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire district adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of items of revenue or land, either for the purpose of distinctly defining the boundary or on account of arrangements in the police, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, having previously ascertained

that they will not be injurious to the interests of Jan Rao Naik, and such exchanges must be made accordingly.

In all 12 Articles, as above, which must be observed.

Dated at Satara, the 22nd April 1820 (or 8th Rujjub Sunnut Ushreen-wu-Myatein-wu-Ulf, or Arabic year 1220).

(Sd.) JAMES GRANT.

AGREEMENT entered into in July 1820 by HIS HIGHNESS the RAJAH of SATARA with the NIMBALKUR.

Large Seal of His Highness the Rajah of Satara.

AGREEMENT on the part of HIS HIGHNESS the RAJAH of SATARA respecting RAJESHREE JAN RAO NAIK NIMBALKUR, DESHMOOK of the PHULTUN PERGUNNAH, to whom these commands are issued.

The pergunnah of Phultun having been for a long time past possessed by you as a personal and military jaghire, the British Government, therefore, have in their liberality freely bestowed and restored the same to you according to terms fixed by Captain James Grant Bahadoor on their part. The country of the jaghire having come within the limits of the territory of the Hoozoor, by the Treaty with the British Government, it has accordingly been placed under it, and an agreement on the part of the British Government has been made and delivered to you, which has been approved of by the Circar ; and, for the purpose of confirming you in the abovementioned jaghire, the Hoozoor has determined as follows :—

ARTICLE 1.

The pergunnah of Phultun is to be held as a personal and military jaghire, on condition of furnishing ninety (90) horse, seventy-five (75) of which, completely equipped, and the horses good, are always to be kept in the service of the Hoozoor, and the remaining fifteen (15) to remain with you.

ARTICLE 2.

The horses and men forming the contingent are to be good, the horses at the value of from Rupees 300 to 400, and to be always kept ready in the service of His Highness's Government. Wherever their services may be

required, they are to proceed without any delay or remonstrance. They are to be mustered whenever so ordered, and should there be any of the number deficient such deficiency must be made good at the annual rate of Rupees 300 for each horse, calculated from the period at which the former muster took place ; but previous to enforcing the demand, His Highness's government will make a representation of the circumstances and obtain the concurrence of the Agent of the British Government.

ARTICLE 3.

In the event of the contingent being employed in war, under a requisition from the British Government, should any horses or men in consequence be killed or wounded, it is to be clearly understood that nothing in the way of an equivalent shall be paid by His Highness's government. Risks and casualties of all kinds, including the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without any reference to what is incurred by keeping up the horse. The territories of the British Government and of His Highness being situated close to the jaghire, in the event of any disturbance taking place, on the requisition of the mamlutdars of either of the governments, aid must be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE 5.

Whatever inam villages, wuttuns, etc., have hitherto belonged to the Naik shall be continued to him in the territory of His Highness ; and all items of revenue of His Highness which lie within the district of the Naik shall be paid to His Highness's government. Within the jaghire territory all doomalla villages, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, and such like payments must be continued as they are at this time. All persons having possessions on government grants are not to be interfered with; such interruptions as might exist from temporary causes at the time you received charge (from the British Government) are to be examined, and the claims justly settled. You will be careful that no just cause of complaint is brought forward against you on such points.

In cases where any of the abovementioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbance, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter and state what may appear really just, when His Highness's government, with

the advice of the Agent of the British Government, will send such orders as may seem fit and which must be conformed to.

ARTICLE 6.

That the subjects of the jaghire territory may have protection, justice must be properly administered, and a good police upheld to detect theft and to suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter will decide on such subjects, and their decisions must be attended to. And further in regard to such decisions not being attended to, so that the country may become in a state of misgovernment, and robberies and other crimes of very frequent occurrence, then whatever appears to be the proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or correspondence by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and if what is above written be departed from, by the advice of the British Government, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire territory, and who may take shelter in the country of the Hoozoor, shall be delivered over to you, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government, or of His Highness, shall be delivered up by Jan Rao Naik to their respective governments, and assistance must also be rendered to any public servants who may be sent for the apprehension of such persons.

ARTICLE 10.

Whilst you shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, the jaghire shall be held without any interruption on the part of the Circar; on this point the British Government is your guarantee, which is agreed to by the Circar.

ARTICLE 11.

All titles and all customary forms of respect hitherto enjoyed by you shall be continued. All requests on your part which may be reasonable and proper shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire district adjoins the territory of His Highness, and consequently it may be necessary to effect exchanges of items of revenue or land, either for the purpose of distinctly defining the boundary, or on account of arrangements in the police, therefore, on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, having previously ascertained that they will not be injurious to your interests, and such exchanges must be made accordingly.

ARTICLE 13.

You must appear in person every year at the festival of the Dusserah, and also attend, whenever requested so to do, on all great occasions of ceremony and congratulation; and when His Highness with his establishment may proceed to any great distance, you must also be in personal attendance.

Small Seal of His Highness the Rajah of Satara.

Dated—July 1820.

No. LXXVII.

AGREEMENT concluded with SHEIKH MIRA WAEKUR, dated the 3rd July 1820.

Seal of Captain J. Grant.

TERMS fixed by CAPTAIN JAMES GRANT, on the part of the HONOURABLE COMPANY, for SHEIKH MIRA WAEKUR, by which the jaghires, etc. (with the exception of PERGUNNAH DURYAPORE, PRANT WURAD, MOUZA BHOLEE, PERGUNNAH SHIRALLEE, MOUZA PULSEE, PRANT WAEE) are made over to him.

These jaghires, etc., were formerly held by you as a personal and military jaghire; but having come into the possession of the British Government along with the rest of the country, they are now restored, in consideration of the antiquity and respectability of the family, to be held, as formerly, in personal and military jaghires. But as these jaghires, etc., came within the limits of the territory of His Highness the Rajah of Satara, according to the Treaty with the British Government, therefore Sheikh Mira Waekur is to be considered a jaghiredar of His Highness's government, but under the guarantee of the British Government. The following Articles are agreed to on the part of the British Government and Sheikh Mira Waekur:—

ARTICLE 1.

The pergunnah of Yerndole, Prant Khandesh, and the pergunnahs in "Swudesh" (Peishwa's territory), were granted after fixing the "khundnee" (tribute). Formerly you had to furnish 63 horse to the Peishwa's government; but as pergunnah Duryapore, etc., were attached, and as the country was not in a flourishing state, full service to that amount was not demanded. That Sheikh Mira Waekur may live in comfort and affluence, and also be enabled to keep up the contingent in the most complete state of equipment, government have fixed the present contingent at ten (10) horse, which must be kept up constantly in the service of His Highness the Rajah of Satara.

ARTICLE 2.

The horses and men forming the contingent are to be good, the horses of the value of from Rupees 300 to 400, to be always present in the service of

His Highness, and to proceed, without delay or remonstrance, wherever their services may be required. They are to be mustered whenever so ordered, and should there be any deficiency in the number, such deficiency must be made good at the annual rate of Rupees 300 each horse, to be calculated from the period of the former muster; but previous to enforcing the demand, a representation of the circumstances will be made by His Highness's government to the Agent of the British Government, and his concurrence obtained.

ARTICLE 3.

In the event of the contingent being employed in war under a requisition from the British Government, and should any men or horses in consequence be killed or wounded, it is to be clearly understood that nothing in the way of equivalent shall be paid by the government of His Highness. Risks and casualties of all kinds, as well as the furnishing of ammunition, are included in the allowance.

ARTICLE 4.

The whole expense of managing the jaghire is to be defrayed without reference to what is incurred by keeping up the horse. As the territories of the British Government and of His Highness adjoin the jaghire, it is therefore determined that in the event of any disturbance taking place in them, on the requisition of the mamlutdars of either government, aid shall be furnished by a ready co-operation with all the disposable police of the jaghire.

ARTICLE. 5.

Whatever inam villages, wuttuns, and other allowances have hitherto belonged to Sheikh Mira Waekur within the territories of the British Government or of His Highness shall be continued; and whatever items of revenue belonging to His Highness's government may be within the jaghire shall be continued to be paid. All doomalla villages and land, wurshasun, dhurmadao, dewasthan, rozindar, khyrat, nemnook, daruk, etc., within the jaghire must be continued as they are at present. All persons having possessions on government deeds are not to be interfered with; such interruptions as might exist from temporary causes at the time charge was received (from the British Government) are to be examined, and the claims justly settled; care must be taken that no just cause of complaint may be brought forward on such points. In cases when any of the above-mentioned possessors of inheritance or allowance shall behave improperly, it will be necessary to acquaint the Agent of the British Government with the particulars, who, in conjunction with His Highness's government, will intimate what course is to be pursued either in respect to punishment or resumption. Should persons holding such inheritances or allowances raise or excite any disturbances, or commit any offences against the peace of the public, or should persons possessed of such rights die without heirs, you will fully investigate the matter and state what appears really just, when His Highness's government, with

the advice of the Agent of the British Government, will send such orders as may seem fit, and which must be conformed to.

ARTICLE 6.

That the inhabitants of the jaghire territory may be protected, justice must be properly dispensed, and a good police upheld to detect theft and suppress gang robberies. If this is not attended to, and the country be without justice, so that people are obliged to complain, the government of His Highness, with the advice and assistance of the Agent of the British Government, having understood the matter, will decide on such subjects, and their decisions must be attended to; and further, in regard to such decisions not being attended to, so that the country may fall into a state of misgovernment, and robberies and other crimes become of very frequent occurrence, in such an event, whatever may appear to be the most proper measures shall be suggested by the Agent of the British Government, and corresponding arrangements will be made by His Highness's government.

ARTICLE 7.

Without orders from government no extra troops are to be levied, and none assembled for the purpose of making war on any one. In matters of family disputes concerning relationship and such like, no appeal to arms can be permitted, but the case is to be represented to the Agent of the British Government, who will communicate with the government of His Highness and whatever decision is given must be reckoned binding.

ARTICLE 8.

With the exception of those under the government of His Highness, no intercourse or communication by letter is to be entered into with such as Bajee Rao Sahib, or other Princes, Chieftains, Commanders, and others, nor is any aid or assistance by joining the troops of any one to be given. This Article forms the basis of the present agreement, and should what is written above be departed from, the jaghire will not be continued.

ARTICLE 9.

All persons having committed crimes within the jaghire country, who may take shelter in the territories of the British Government or of His Highness, shall be delivered over to Sheikh Mira Waekur, after information has been given to the Agent of the British Government, and by him communicated to the British Government, or to the government of His Highness, as the case may be; and in like manner all criminals from the territories of the British Government or of His Highness shall be delivered up by Sheikh Mira Waekur to their respective governments, and assistance must be rendered to people of either government who may be sent for the apprehension of such offenders.

ARTICLE 10.

Whilst you, Sheikh Mira Waekur, shall continue to fulfil the terms of your service in good faith, integrity, and fidelity, your jaghire shall be held without any interruption from His Highness's government; on this point the British Government is your guarantee.

ARTICLE 11.

All titles and forms of respect hitherto enjoyed by you shall be continued. All requests on the part of the jaghiredar which may be reasonable and proper shall be granted, but such as are otherwise shall not be agreed to.

ARTICLE 12.

As the jaghire districts adjoin the territory of His Highness, and it may be necessary to effect exchanges of items of revenue or land for the purpose either of defining the boundary or for police arrangements, therefore on a representation from the government of His Highness, the Agent of the British Government will arrange such exchanges as may be necessary, provided they are not injurious to the interests of the jaghiredars, and such exchanges must be made accordingly.

The above 12 Articles must be observed.

Dated the 3rd July 1820, corresponding with the 21st Ramzan Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf.

(Sd.) JAMES GRANT. L. S.

TRANSLATION of a YAD executed by His Highness the RAJAH of SATARA respecting SOOJAYUT SHAAR SHEIKH MIRA WAEKUR, to whom these orders are issued.

The whole of the jaghire, etc., enjoyed by you have, with the rest of the country, reverted to the British Government; but as that government has been pleased, in consideration of the antiquity of your family, to guarantee to you the villages held up to the war, excepting pergunnah Duryapore, Prant Wurad, mouza Bholee, pergunnah Shiralee, and mouza Pulsee, Prant Waee, by a Yad of 12 paragraphs executed to you by Captain James Grant, the British Resident, whereof having been constituted a jaghiredar of this State during the pleasure of the British Government, you are to conduct yourself towards it like the other jaghiredars mentioned in the Treaty, and as

a Yad has been executed to you by the British Government, His Highness approves of the same, and for the continuation of the villages to you determines as follows, *viz.* :—

ARTICLE 1.

The pergunnah of Yerndole, Prant Khandesh, and other possessions in the Deccan are hereby continued and confirmed to you. Formerly you had to maintain a contingent of 63 horse for the service of the Peishwa's government; but as pergunnah Duryapore, etc., has now been resumed, and as you have sustained loss in the remaining umuls, His Highness, to enable you to support yourself and to keep the horse and men of your contingent in good order for service throughout the year, reduces the contingent to 10 horse, which you are always to maintain for the service of the Satara State.

ARTICLE 2.

The contingent is to be efficient, the horses to be of the value from Rupees 300 to 400, and the men in a complete state of equipment; the contingent to be always kept present for the service of His Highness; they should attend muster when ordered, and proceed to whatever place directed without delay or remonstrance. Should it appear, however, on muster that any number of the contingent is deficient, His Highness will, with the concurrence of the British Government, oblige you to refund in the proportion of Rupees 300 per annum a horse for the whole period of such deficiency, according to the terms of the agreement entered into with you.

ARTICLE 3.

In the event of your contingent being employed in war by His Highness with the concurrence of the British Resident, no remuneration on account of the wounded and slain will be granted; but all such risks and casualties, as well as the supply of ammunition, are included in the grant.

ARTICLE 4.

You are to defray the expense of your civil establishment as well as of the contingent. Should any commotion or disturbance occur in the districts either of His Highness the Rajah or of the British Government, you are, on the requisition of the mamlutdars of either government, to aid and co-operate with them with the police in your districts.

ARTICLE 5.

The villages, umuls, and wuttuns, etc., in His Highness the Rajah's country held up to the war will be continued to you; the government also retaining its umuls in your lands. All doomalla villages, doomalla inam lands, wurshasuns, dhurmadaos, dewasthans, rozindars, khyrats, and nemnooks, etc., as well as the rights of darukdars, are to be continued to the

several parties as heretofore without objection, together with the lands held by virtue of Sunnuds, although they may have been on certain grounds placed under attachment. Should any of the parties enumerated above act improperly, or die intestate, you are to report the same to this government, when His Highness, with the concurrence of the British Government, will award punishment to the offender, or direct the resumption of the land, as may appear expedient. If any jemadar creates a riot, or raises rebellion in your country, or refuses to acknowledge your supremacy, or if a wuttundar dies intestate, you should attach the wuttun and report the matter to government, when His Highness, with the concurrence of the British Resident, will issue such orders as may appear expedient, and to which you are to conform accordingly.

ARTICLE 6.

You should endeavour to make your subjects happy, distribute justice impartially, and adopt measures for the prevention of theft, murder, and other crimes; if these are not done, and if justice is not administered properly, and complaints are made to this government, His Highness, in conjunction with the British Resident, will enquire into the complaints, and issue such orders as may appear necessary, to which you are to conform; but if you do not do so, and the country continue in a state of misgovernment, and crimes are of frequent occurrence, His Highness will, with the concurrence of the British Resident, adopt such preventive measures as may appear expedient to him.

ARTICLE 7.

You should not, without the knowledge of this government, muster a force and engage in hostilities with any person: if any dispute arises among you respecting "bhow puna" rights, etc., you should quietly refer the matter to this government, when His Highness, with the concurrence of the British Resident, will issue the necessary orders in the case, and to which you are to conform.

ARTICLE 8.

With the exception of the subjects of this government, you are to hold no intercourse nor to carry on correspondence with Bajee Rao Rughoonauth or any other Prince or Chieftain, etc.; if you do, your country will be resumed.

ARTICLE 9.

Should an offender from your country take shelter within the territories of His Highness you are to report the same to this government, when measures will be taken to apprehend the offender and make him over to you. In like manner, offenders from the territories of His Highness or of the British Government taking shelter within your jaghire should be immediately apprehended and delivered up by you to whichever government they may belong.

Further, you are to aid and assist the officers of either government who may enter your jurisdiction in pursuit of offenders.

ARTICLE 10.

So long as you continue in good faith and render faithful service, your jaghire villages, etc., will be continued to you uninterruptedly by this government, for which you have the guarantee of the British Government, and which is agreed to by His Highness.

ARTICLE 11.

All titles and customary forms of respect hitherto enjoyed by you shall be continued. You are to represent all your affairs to this government; such requests as are reasonable will be granted, and such as are not will be refused.

ARTICLE 12.

As the territory of His Highness and of the British Government adjoins your jaghire, it might be necessary at a future period to effect certain territorial exchanges, with the advice of the British Resident, for the good of the country and for the purpose of defining distinctly the boundaries of the two governments; care being taken to secure you from loss; you are required to agree to this arrangement.

ARTICLE 13.

You are to attend on His Highness annually at the celebration of the Dusserah festival, as also at other times when your presence may be required. You are also to accompany His Highness whenever he may proceed on a long journey.

The circumstances contained in the foregoing 13 paragraphs are confirmed.

Dated Satara, 21st Ramzan Sunnut Ahdee-wu-Ushreen-wu-Myatein-wu-Ulf, corresponding with the 3rd July A. D. 1820.

(Signed.) Seal.

VII.—KOLHAPUR AND SOUTHERN MARATHA COUNTRY AGENCY.

KOLHAPUR.

The Rajas of Kolhapur are the representatives of the younger branch of the family of Shivaji, as the Rajas of Satara were of the elder. After the death of Rajaram, Shivaji's younger son, who was the head of the Maratha power during the captivity of his nephew Sahuji, his widow, Tara Bai, placed her son Shivaji in power. He died in 1712, and was succeeded by Sambhaji, son of Rajaram's younger widow. The Kolhapur family, supported by Ram Chander Pant Amatya, Sarje Rao Ghatge of Kagal, and other powerful Chiefs, long struggled to retain the supremacy among the Marathas, but were compelled to yield precedence to Sahuji, who by treaty * in 1731 recognised Kolhapur as a distinct and independent principality.

* *Partition Treaty of Satara, dated 26th April 1731.*

ARTICLE 1.

The following Treaty, drawn up between His Majesty Aba Sahib (Shahu Raja) and Sambhaji Raja, has been agreed to on the part of the latter, as hereafter specified.

ARTICLE 2.

I agree to receive, as my share of the dominion, that part of the country lying to the southward and eastward of the Krishna river below its junction with the Warna, including all the forts and posts within the said boundary, and all claims whatsoever.

ARTICLE 3.

The whole of the country lying south of the junction of the two rivers aforesaid as far as the junction of the Tungabhadra and Krishna, including all the forts and posts within the said boundary.

ARTICLE 4.

The whole of the tract lying south of the fort of Viziadrug.

ARTICLE 5.

I agree to cede the fort of Ratnagiri, and to receive the fort in Kopal in lieu thereof, and I will destroy the post at Wargam according to agreement.

ARTICLE 6.

I agree to relinquish the posts in the districts of Mirch and Bijapur, now in my possession.

ARTICLE 7.

I agree to receive the half of any conquests to be made between the river Tungabhadra and Rameshwar.

ARTICLE 8.

I agree to attack any State which shall engage in war against Satara, and, in like manner, the Raja of Satara agrees to make war with any State attacking this house.

On the death of Sambhaji in 1760, the direct descendants of Shivaji became extinct. A member of the Bhonsla family was adopted as his successor under the name of Shivaji, and the widow of Sambhaji conducted the administration during the minority. Under her administration the greatest irregularities prevailed both by sea and land.

The prevalence of piracy compelled the British Government to send an expedition against Kolhapur in 1765, which resulted in the conclusion of a commercial Treaty (No. LXXVIII), dated the 12th January 1766. The conditions of this treaty, however, were never observed. The payments which Kolhapur had agreed to for the expenses of the expedition were not made; piracy was not suppressed; and in 1792 another expedition was prepared. The Raja thereupon signed another Treaty (No. LXXIX), in November 1792, engaging to give compensation for the losses which the merchants had sustained from the year 1785, and to permit the establishment of factories at Malwan and Kolhapur.

The Rani died in 1772. After her death, the young Raja was long engaged in war with other Maratha powers, more particularly the Patwardhan family, the Sawant of Wari, and the Nipanikar, and his government was weakened by internal factions. On several occasions, during these struggles, the British Government declined to interfere between the parties. But in 1811, during a war between the Nipanikar and Kolhapur, when the British Resident at Poona was engaged in the settlement of the southern Maratha country, a peace was negotiated between the contending parties, and the Raja of Kolhapur concluded a Treaty on the 1st October 1812 (No. LXXX) with the British Government, by which, in return for the cession of certain forts, he was guaranteed against the aggression of all foreign powers. He also engaged to abstain from hostilities with other States, and to refer all his disputes with other States to the arbitration of the British Government.

Shivaji died in 1812, having ruled fifty-three years. He left two sons, Shambhu or Aba Sahib, and Shahaji or Bawa Sahib, and was succeeded by the former. In the war with the Peshwa in 1817 Aba Sahib cordially sided with the British Government, and in reward for his services the districts of Chikori and Manoli, which in former years had been wrested from Kolhapur

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ARTICLE 9.

I agree to entertain no person discarded from the service of the Raja of Satara, nor is he to entertain any person discarded by me.

The above nine Articles, being stipulated and mutually agreed on between both parties, shall in nowise be departed from in the least on my part.

by the Nipanikar, were restored. In 1821 Aba Sahib was murdered. His infant son died the following year, and the succession devolved on Bawa Sahib, who proved an oppressive and profligate ruler. Three times between 1822 and 1829 the British Government was obliged to move a force against him in consequence of his aggressions on other Chiefs, in which he did not respect even British territory, and of the spoliation of his jagirdars, which drove them to rebellion.

In 1826 he signed a Treaty (No. LXXXI), by which he agreed to reduce his army to its peace establishment, and to attend to the advice of the British Government in all matters affecting the public peace ; to respect the rights of certain jagirdars, and never to grant an asylum to rebels. On the last occasion on which a force was moved against him, in 1827, in consequence of his infraction of the 2nd article of the treaty of 1826, he signed a preliminary Treaty (No. LXXXII), which was modified about two years afterwards in 1829 (No. LXXXIII). By this his army was limited to 400 horse and 800 infantry; he was stripped of the districts of Chikori and Manoli and of Akiwat; he was compelled to admit British troops into his forts ; to pay Rs. 1,47,948 compensation to certain jagirdars ; to cede lands as security for the payment ; and to accept a minister appointed by the British Government.

Bawa Sahib died on the 29th November 1838, and was succeeded by his son, Shivaji, then a minor. A council of regency was formed, consisting of Shivaji's mother, his aunt, and four officials. Soon after the members of the regency quarrelled, and the young Chief's aunt, Diwan Sahiba, assumed the entire control of the State. The misrule was so great that the British Government, under the provisions of the treaty, interfered and appointed a minister of its own, Daji Krishna Pandit. The efforts he made to reform the administration resulted in a general rebellion, which extended to the neighbouring State of Sawantwari. After the suppression of the rebellion the direct administration of the State was assumed by the British Government during the minority of the Raja, and until he should be fit to be entrusted with powers of government, and the country could be given over to him in a settled and improved condition. The forts of every description were dismantled, and the system of hereditary garrisons was abolished. The military force of the State was disbanded and a local corps entertained in its stead, and the Kolhapur State was required to pay the expense of suppressing the rebellion. In 1862 the management was restored to the Raja, with whom a new Treaty (No. LXXXIV) was concluded in that year. By this treaty the Raja is bound, in all matters of importance, to be guided by the advice of the British Government.

During the mutinies of 1857 the Raja remained faithful in his allegiance to the British Government, but his younger brother, Chima Sahib, joined the rebels. He was subsequently imprisoned, and died in confinement.

Raja Shivaji, who had received the right of adoption in 1862 (No. XLIII), died in 1866, when the succession of his nephew and adopted son, Rajaram, then sixteen years of age, was recognised by the British Government. During the minority of the young Chief the administration of the State again devolved upon the British Government, and a British officer was appointed to superintend his education until he should attain the age of nineteen.

In 1870 Raja Rajaram proceeded on a tour through Europe, but died at Florence in November of that year without leaving any issue. There was no near blood relation of the late Chief eligible for adoption, but Government declared its willingness to recognise as his successor any person who might be selected as most fitting and acceptable to the family and the principal persons of the State, even though he might not fulfil all the conditions required by Hindu law and the custom of the Kolhapur family. Their unanimous choice fell upon Narayan Rao Bhonsle, son of Dinkar Rao, the head of the Khanvat Bhonsles and next of kin to the Kolhapur family, and it was confirmed by the British Government. He was accordingly installed as Raja of Kolhapur in October 1871, and took the name of Shivaji.

In October 1880 the Kolhapur State entered into an Agreement (No. LXXXV), prohibiting the cultivation of the poppy and the manufacture of opium in Kolhapur territory, and the import of opium into the State.

Raja Shivaji had begun to show signs of insanity in 1879, which unfortunately developed; and in 1882 a committee of medical officers pronounced him incurable. A council consisting of the Chief of Kagal as regent and three members was thereupon appointed to conduct the administration. Raja Shivaji died in December 1883, and was succeeded by Yeshwant Rao Baba Sahib Ghatge, the eldest son of the regent, whose adoption by Anandibai Sahiba Rani, Shivaji's widow, was sanctioned by Government. The young Raja assumed the title of Sahu II (Shahaji) Chhatrapati, and the administration continued to be conducted by the regency council. On the death of the Kagal Chief, which took place in March 1886, the Political Agent, under the orders of Government, took his place as president of the council for a few months, till in November of that year Government appointed the diwan to be president.

The oppressive export and import duties known as 'sthalbharit' and 'sthalmod' were abolished in 1886; and in the same year the State agreed (No. LXXXVI) to a larger measure of free trade. By this agreement the whole of the southern Maratha country jagirs, as well as the State of Kolhapur, were ultimately placed on the same footing as British districts, and a large accession of traffic to the Southern Maratha railway and its feeders was secured.

In 1887 the State ceded to the British Government full jurisdiction, short of sovereign rights, over the lands occupied by the Kolhapur State railway.

On the 2nd April 1894 Sahu Chhatrapati was formally installed. In 1895 the last clause of the 7th article of the agreement of 1862 (see No. LXXXIV), by which the Raja of Kolhapur had been compelled to refer sentences of death to the authority of the Government of Bombay, was so modified as to remove this restriction on the Chief's power (No. LXXXVII).

In 1895 Raja Sahu Chhatrapati was created a Knight Grand Commander of the Star of India; on the 23rd May 1900 he was granted, as a hereditary distinction, the title of Maharaja, and in 1903 he was appointed a Knight Grand Cross of the Royal Victorian Order.

In June 1903 the residuary jurisdiction in the Feudatory States, which under article 8 of the agreement of 1862 was exercised by the Political Agent, was to a great extent restored to the Kolhapur Darbar, as a mark of appreciation of Maharaja Sahu Chhatrapati's administration (No. LXXXVIII).

In January 1904 the Darbar consented to prevent the smuggling of hemp drugs from the State into British territory, by assimilating its system to that obtaining in the Bombay Presidency.

The revision survey of the Kolhapur district was completed in 1905.

The area of Kolhapur is 2,855 square miles, and the population, according to the census of 1901, 910,011. The gross revenue of Kolhapur and its dependencies is Rs. 55,36,188, of which about 10 lakhs belong to the dependent Jagirdars.

The military force of the State, including its feudatories, consists (1905) of 183 cavalry, 534 infantry, 26 artillery men, 1 unserviceable and 57 serviceable guns, and 267 armed police.

The State is liable to the operation of the nazarana rules.

The Maharaja of Kolhapur receives a salute of 19 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

In early times the internal government of the State was modelled on

that of Shivaji; and most of the larger jagirs in Kolhapur are still held by the successors of the old ministers of the State, to whom they were originally granted. These Jagirdars pay nazarana to the parent State on the occasion of a succession and a money contribution at fixed rates in lieu of service. The list on the next page shows the nine principal feudatories of the Maharaja of Kolhapur:—

Statement of Feudatory Jagirdars of the Kolhapur State.

Names of places.	Names and titles of Jagirdars.	Age.	Caste.	Area in square miles.	Population according to the census of 1901.	Gross Revenue 1905-1906.	Contribution towards the military expenses of Kolhapur of service commutation.*	Remarks.
						Rs.	Rs. A. P.	
Vishalgad . .	Abajirao Krishna Pant Pratinidhi .	38	Deshastha Brahmin.	235	35,258	1,88,383	5,975 0 0	*These amounts are liable to variation in accordance with rules prevailing at successions.
Bavda . . .	Madhaorao Moreswar Pant Amatya .	48	Do.	243	44,400	1,28,894	3,420 0 0	
Kagal . . .	Pirajirao Jayasingrao Ghatge Sarjerao Vajarat Ma-ab, C. I. E.	30	Maratha .	111·8	49,233	2,91,834	2,000 0 0	
Kapshi . . .	Jayasingrao Laxmanrao Ghorapade Senapati.	30	Do.	32	13,754	60,379	3,365 0 0	
Ichalkaranji . .	Narayanrao Govind Ghorapade .	35	Konkansth Brahmin.	241	68,414	3,74,944	2,000 0 0	
Kagal (Junior) .	Dattajirao Narayanrao Ghatge Sarjerao.	31	Maratha .	17·3	6,912	1,50,866	2,154 0 0	
Torgal . . .	Murarrao Sambhajirao Shinde Senakhaskhel.	36	Do.	120	13,058	40,944	1,013 9 1	
	Udajirao Ranojirao Chawan Himmat Bahadur.	31	Do.	49	19,441	92,046	4,000 0 0	
	Hanmantrao Gopalrao Nimbalkar Sarlaskar Bahadur.	38	Do.	23	7,644	52,699	2,626 0 0	

2. SOUTHERN MARATHA JAGIRDARS.

Under the Kolhapur and Southern Maratha Country Agency are the southern Maratha Jagirdars, who consist of three large families—the Patwardhan, the Bhawa, and the Ghorpade. All these Chiefs enjoy second class jurisdiction, having power to try for capital offences their own subjects only.

In 1880-81 they all entered into an Agreement (No. LXXXIX) by which they are bound to prohibit the cultivation of the poppy in their States, and to prevent the illicit importation of opium into their territories. Further opium Agreements (No. XLVII) were made with them all in 1895-97.

With the exception of the Chiefs of Jamkhandi and Miraj (Senior), they all, in consideration of annual cash payments, leased in 1885-86 (No. XC) their abkari revenue to the British Government for a term of five years from 1881 to 1886. A three years' lease, also terminating in 1886, on similar terms, was taken from Jamkhandi. In 1885-87 all these engagements were renewed (No. XCI) for a further term of eight years; and a similar Engagement (No. XCII) was entered into with Miraj (Senior) in 1892. All the leases were renewed from the 1st August 1894, and again in 1904-05, for further periods of ten years.

In 1886-87 the Chiefs of Mudhol, Miraj (Senior and Junior), Sangli, Ramdurg, Jamkhandi, and Kurundwar (Senior and Junior) agreed (Nos. XCIII and XCIV), by abolishing sundry taxes, to promote the growth of free trade.

In 1886 the States of Sangli, Miraj (Senior and Junior), Kurundwar (Senior and Junior), Jamkhandi, and Ramdurg ceded to the British Government full jurisdiction, short of sovereign rights, over the lands within the states then occupied, or which may thereafter be occupied, by the railways comprised in the Southern Maratha railway system.

All the southern Maratha country Chiefs leased their hemp drug farms to the British Government up to the 31st March 1906.

The founder of the Patwardhan family was Hari Bhat, a Konkan Brahmin, who became the family priest of the Ghorpades of Ichalkaranji and whose three sons, Govind Hari, Ramchandar Hari, and Trimbak Hari, rose to military command under the first Peshwa and received grants of land, on condition of military service. The first grant of land, which was of the value of Rs. 25,20,568, was in the name of Govind Hari, but the Peshwa subsequently divided it in unequal portions between Govind Hari and his two nephews, Parashram Bhao, the most celebrated of

all the Maratha generals, son of Ramchandar Hari, and Nilkanth Rao, son of Trimbak Hari. To Govind Hari was assigned Miraj; to Parashram Bhao, Tasgaon; and to Nilkanth Rao, Kurundwar.

In 1782 Miraj descended to Chintaman Rao, grandson of Govind Hari, a child six years of age; during his minority the Estate was managed by his uncle, Gangadhar Rao. When Chintaman Rao came of age he quarrelled with his uncle, who attempted to keep him out of his rights. Eventually the Estate was divided between them, the uncle retaining Miraj, and Chintaman Rao taking Sangli. The revenues of Sangli were Rs. 6,35,178, and of Miraj Rs. 4,79,798, and these Estates were respectively liable to find for service 1,920 and 1,219 horse.

On the death of Parashram Bhao of Tasgaon, the Estate descended to his son, Ramchandar; but in the year 1811 a share was given by the Peshwa to Ganpat Rao, a younger son. Two Estates were thus formed, Jamkhandi, held by Ramchandar, yielding a revenue of Rs. 4,54,160, and subject to a service of 1,278 horse; and Tasgaon, with a revenue of Rs. 2,08,776, held by Ganpat Rao, subject to a service of 640 horse.

In 1812 the Estate of Kurundwar was also divided, a half share, called Shedbal, being given by the Peshwa to Ganpat Rao, the nephew of Nilkanth Rao. The Kurundwar share yielded a revenue of Rs. 1,27,989, and was subject to a service of 280 horse. The revenues of Shedbal were Rs. 1,00,691, and the contingent due was 280 horse.

The power of the Patwardhans had for some time excited the jealousy of the Peshwa, who attempted to strip them of their rights. Rebellion was several times threatened, and at last in 1812 the Patwardhans asked for the interference of the British Government. Through the mediation of Mr. Elphinstone, an Engagement (No. XCV) was drawn up in 1812 by which the family, together with the other Jagirdars of the southern Maratha country, were secured in their possessions on condition of rendering stipulated service, and the Peshwa engaged to abstain from interference with their administration.

At the time of the Peshwa's overthrow, therefore there were six separate Estates held by members of the Patwardhan family. With the Chiefs of these Estates three Engagements (Nos. XCVI, XCVII, and XCVIII) were concluded in 1819, by which the number of horsemen they were required to furnish was reduced to one-fourth, and in lieu of the others cash was to be paid at the rate of Rs. 300 for each horse or land was to be assigned. The engagements also bound them to dependence on the British Government, to whom all quarrels were to be

referred. With the exception of the Chief of Sangli, who gave up lands yielding Rs. 1,35,000, all the others elected to furnish the contingents required.

In 1820 the Estate of Miraj was, with the sanction of the British Government, divided into four shares, and the service of horse was proportionately assigned. Two of these shares lapsed in 1842 and 1845 from failure of male issue, and two now remain—one held by Gangadhar Rao of Miraj, and the other by Lakshman Rao Anna Sahib.

The Jamkhandi Estate also was divided in 1821 by the formation of the separate Estate of Chinchni, which was assigned to Govind Rao Nana Sahib, nephew of Ramchandar Rao. Chinchni lapsed in 1836. Tasgaon also lapsed in 1848.

In the remaining Estates the maintenance of a contingent force was commuted (No. XCIX) in 1848-49 to a money payment.

The Estate of Shedbal, after having once been continued by adoption in 1820, lapsed in 1857.

In 1854 a division of the Kurundwar Estate between Raghunath Rao and his nephew, Ganpat Rao, and two younger brothers, Vinayak Rao and Trimbak Rao, was sanctioned. Trimbak Rao having died in 1869 without male issue, his share of the saranjam was bestowed on the two younger Chiefs, and his portion of inam holdings reverted to the elder Chief. The arrangement seems to have originally contemplated the continuance of the saranjam, with independent jurisdiction, to the senior Chief alone, and the vesting in him of sole management of the inams. The younger Chiefs were to be treated as holding ordinary landed Estates; and until the Estates of the junior Chiefs were brought under the regulations one of them was to be invested with the powers contemplated by Regulation XIII of 1830 and Regulation XIII of 1842. It was decided, however, that the younger Chiefs should not be brought under the regulations, and that one of them should exercise jurisdiction for the rest.

The Jagirdars of the Patwardhan family, with the exception of the Chief of Jamkhandi, whose conduct was suspicious, behaved well in the mutinies of 1857; and all of them except the Chief of Kurundwar (Junior) received Sanads (No. C) in 1862 authorising them to adopt a successor in default of natural heirs.

The following Estates are now held by the Patwardhan family:—

1. SANGLI.

Chintaman Rao (*see page 224*) died in 1850, and was succeeded by Dundi Rao Chintaman, who died on the 12th December 1901, without male

issue. In 1903 Vinayak Rao Bhau Sahib, born on the 24th March 1890, great-grandson of Vinayak Rao Bhau Sahib, adopted son of Ganpat Rao, Dundi Rao's elder brother, was selected to succeed him. He was installed on the gadi in June 1903 and adopted the name Chintaman Rao Dundi Rao, *alias* Appa Sahib. He is a first class Sardar of the Deccan. The Estate is at present under Government management.

In 1887 the Estate delegated to the British Government full jurisdiction over the railway from Kolhapur to Miraj.

The area of Sangli is 1,112 square miles, with a population, according to the census of 1901, of 226,128; and its gross revenue amounts to Rs. 10,23,805.

The Chief possesses (1905) 1 artillery man, 1 serviceable and 3 unserviceable guns, and 199 armed police.

The Sangli is liable to the operation of the nazarana rules.

2. MIRAJ, SENIOR BRANCH.

Narayan Rao, son of Gangadhar Rao, was the founder of this branch of the family. His son, Ganpat Rao, was the first Chief who became a feudatory of the British Government after the downfall of the Peshwa. Ganpat Rao died in 1833, and was succeeded by his son, Gangadhar Rao. The present Chief, Gangadhar Rao, *alias* Bala Sahib, who was born on the 9th February 1866, succeeded his father, Ganpat Rao Tatia Sahib, on the 6th June 1875, and was invested with powers in February 1887. He was created a Knight Commander of the Indian Empire in 1903, and is a first class Sardar under the British Government.

In 1883 land belonging to this Estate was taken up for irrigation works. Rs. 1,194 are paid annually to the Chief on this account.

In 1888 the Chief ceded to the British Government full jurisdiction, short of sovereign rights, in those portions of land within his Estate then occupied, or which might thereafter be occupied, by the Kolhapur State railway.

In 1905 the Chief ceded jurisdiction over lands required for the Barsi light railway (No. CI.)

The Chief pays an annual contribution of Rs. 12,557 to the British Government on account of service.

The area of the possessions of this branch of the family is 339 square miles, with a population, by the census of 1901, of 81,467; the gross revenue amounts to Rs. 2,80,669.

The Estate possesses (1905) 1 artillery man, 1 serviceable gun, and 80 armed police.

3. MIRAJ, JUNIOR BRANCH.

Madhav Rao, a younger son of Gangadhar Rao, was the founder of this branch of the family. He died in 1845, and was succeeded by his son, Lakshman Rao, who died in 1876, in his sixty-eighth year, and was succeeded by his only son, Harihar Rao. He died in the following year, and was succeeded by Lakshman Rao Anna Sahib, who died on the 7th February 1899, in his twenty-second year, before being invested with powers, and without a male heir. The British Government therefore selected as his successor Raghunath Rao Chintaman, known as Madhav Rao Harihar, the second son of Mihrban Chintaman Rao Raghunath, the Chief of Kurundwar (Senior). He was born on the 15th March 1889, and succeeded on the 19th December 1899. He was subsequently adopted by Parbati Bai Sahiba, the widow of Harihar Rao Dada Sahib, and mother of Lakshman Rao Anna Sahib. He is a first class Sardar under the British Government, to whom he pays an annual contribution of Rs. 6,412-8-0 on account of service. The Estate is managed by an administrator appointed by Government.

The area of the possessions of this Chief is 211 square miles, with a population, according to the census of 1901, of 35,806; the gross revenue amounts to Rs. 2,41,894.

The Chief possesses (1905) 1 serviceable gun and 143 armed police.

It is liable to the operation of the nazarana rules.

4. JAMKHANDI.

Gopal Rao Ramchandra, the head of the Jamkhandi family, was a one-third shareholder of the Tasgaon family. The other two-thirds lapsed to Government in 1836 and 1848, respectively, for want of natural heirs. Gopal Rao died in 1840, and was succeeded by his adopted son, Ramchandra Rao Gopal, who died on the 12th January 1897. He was succeeded by his adopted son, Parashram Rao Ramchandra, *alias* Bhau Sahib, who was born on the 9th May 1883 and invested with powers on the 4th June 1903. He is a first class Sardar under the British Government.

The area of the Estate is 524 square miles, with a population, according to the census of 1901, of 105,357; the gross revenue amounts to Rs. 6,27,515. The Chief pays an annual contribution of Rs. 20,840-10-0 to the British Government on account of service.

The Estate possesses (1905) 1 serviceable gun and 262 armed police.

It is liable to the operation of the nazarana rules.

5. KURUNDWAR (KURUNDVAD), SENIOR BRANCH.

Keshav Rao Baba Sahib, the head of his family, died in 1827, and was succeeded by Raghunath Rao Keshav, who died in 1876 in his sixty-fifth year, and was succeeded on the 1st May 1876 by his son, Chintaman Rao, the present Chief, who was born on the 14th February 1850. He is a first class Sardar under the British Government.

The possessions of this Chief contain an area of 185 square miles, with a population, according to the census of 1901, of 42,474; the gross revenue amounts to Rs. 1,55,144. The Chief pays an annual contribution of Rs. 9,618-12-0, which includes the amounts payable by the Junior Chief, to the British Government on account of service.

The Estate possesses (1905) 1 unserviceable gun, and 37 armed police.

6. KURUNDWAR (KURUNDVAD), JUNIOR BRANCH.

There are two Chiefs of this branch, Madhav Rao Ganpat, *alias* Bapu Sahib, the only son of the late Ganpat Rao Harihar Rao, *alias* Bapu Sahib, and Harihar Rao Vinayak, *alias* Daji Sahib. Ganpat Rao died in 1899 in his sixty-second year, and the succession of Madhav Rao to his share was recognised, and it was also directed that as the two shares of the Estate are not recognised as distinct Estates, the civil and criminal jurisdiction over the Estate as a whole should be vested entirely in Daji Sahib. Bapu Sahib was born on the 6th December 1875, and Daji Sahib on the 2nd January 1852. They are first class Sardars of the Deccan.

In 1876 the Chief ceded entire jurisdiction to the British Government over lands occupied by the Great Indian Peninsula railway.

Their Estate contains an area of 114 square miles, with a population, according to the census of 1901, of 34,003; the gross revenue amounts to Rs. 1,38,944.

The Estate possesses (1905) 11 armed police.

It is liable to the nazarana rules.

7. RAMDURG.

The Bhawa family now hold the Chiefship of Ramdurg. Nargund and Ramdurg were two of the strongest forts in the southern Maratha country. Appaji Suru was governor of both forts, and procured the appointment of his friend, Ram Rao Daji, to Nargund. There after some changes of fortune, and after the lapse of about 20 years, Ram Rao's son, Jogi Rao, and his grand-

nephew, Bhaskar Rao, were confirmed by the Peshwa Madho Rao Balal in 1753. The Estates at that time were managed by Bhaskar Rao, who supported Jogi Rao. They yielded a revenue of Rs. 2,47,251, and were subject to a service of 350 horsemen. Bhaskar Rao was succeeded by his son, Venkat Rao, who continued to manage the Estate, supporting Jogi Rao and afterwards his grandson, Ram Rao. These arrangements continued till 1778, when the country was brought under subjection by Haidar Ali, but in 1784 Tipu Sultan made further demands. These were resisted, in consequence of which the fort was blockaded. After a siege of seven months Venkat Rao surrendered, and, in violation of the terms of capitulation, was carried off a prisoner with his whole family by Tipu. On the fall of Seringapatam in 1792 Venkat Rao was released, and the Peshwa restored to him Nargund and lands yielding Rs. 1,27,114, and granted to Ram Rao the fort of Ramdurg, with lands worth Rs. 26,000 a year.

The two branches of the family continued to enjoy their respective shares till 1810, when the Peshwa made a new division of the lands in equal shares to Venkat Rao and Narayan Rao, the sons of Ram Rao. On the fall of the Peshwa the Estates were continued to these two Chiefs by an engagement (No. CII), dated 9th June 1821.

Venkat Rao was succeeded in Nargund by his son, Dadaji Rao, and he by his son, Bhaskar Rao, elder brother of the Chief of Ramdurg. In 1857 Bhaskar Rao murdered Mr. Manson, the Political Agent; for this he was hanged, and his Estate was confiscated.

Narayan Rao died in 1827 without male issue, and without having obtained permission to adopt a son. The Estate was, therefore, placed under attachment. But his widow was afterwards allowed to adopt Harihar Rao, the younger son of the Chief of Nargund, who took the name of Ram Rao, retaining the management of the Estate for her life. Ram Rao continued faithful during the mutinies, and received a Sanad in 1862 (No. C) guaranteeing to him the privilege of adoption. He died in 1873, and was succeeded by his son, Yogi Rao. He died in 1878, and was succeeded, on the 11th February of that year, by the present Chief, Venkat Rao, who was born on the 26th June 1877, and is a first class Sardar under the British Government. He was invested with full powers in October 1900.

The area of the Estate is 169 square miles, with a population, by the census of 1901, of 37,848. The gross revenue amounts to Rs. 1,51,372. The Chief's Estate is considered a personal holding, and is exempted from rendering service to the British Government.

The Estate possesses (1905) 47 armed police.

8. MUDHOL.

The Chief of Mudhol belongs to the Bhonsla Ghorpade family. The original name was Bhonsla, and the Mudholkar is said to be descended from a common ancestor with Shivaji. There are two branches of the Ghorpade family, the "Sathkas" and the "Naukas," to the former of which the Mudhol Chief belongs, while the other division is represented by the Senapati of Kapshi in the Kolhapur State.

The Ghorpade family rose to eminence under the Muhammadan rulers of Bijapur, from whom they received their Estates. They were the most determined opponents of Shivaji during his early conquests, but on the overthrow of the Muhammadan power they joined the Marathas and accepted military command from the Peshwa.

In 1815 the then Chief of Mudhol, Narayan Rao, died, and was succeeded by his son, Venkat Rao, who was selected by the Peshwa in preference to Govind Rao, the elder son by a junior wife. On the fall of the Peshwa the Estate was continued to Venkat Rao under an engagement made in 1819 (No. CIII) similar to that with the Patwardhans, and in 1848 a money payment of Rs. 2,671-14-0, a year was substituted (No. XCIX) for the service with horsemen. Venkat Rao died in 1853, and was succeeded by his son, Balwant Rao. He has been granted (No. C) the privilege of adoption.

Balwant Rao died in 1862, and was succeeded by his son, Venkat Rao, who died in July 1900, in his fortieth year. He was succeeded by the present Chief, Maloji Rao Nana Sahib, who was born on the 14th June 1884. He was invested with full powers in 1904. The Chief is a first class Sardar under the British Government.

The area of Mudhol is 361 square miles, with a population, by the census of 1901, of 63,001. Its gross revenue amounts to Rs. 3,28,769.

The Estate possesses (1905) 116 armed police.

It is liable to the operation of the nazarana rules.

No. LXXVIII.

ARTICLES of AGREEMENT made with the MAHARAJAH JEEJABOY at FORT AUGUSTUS, the 12th January 1766.

ARTICLE 1.

There shall be a perpetual peace and firm friendship re-established between the Honourable Company and Maharajah Jeejaboy, the Ranee, their successors and heirs; and for the stricter observance of the following Treaty of peace, Maharajah Jeejaboy, the Ranee, agrees to send one hostage of note, with his family, to reside at Bombay, and to be maintained at her charge.

ARTICLE 2.

Maharajah Jeejaboy, the Ranee, agrees to pay the Honourable Company Rupees seven lakhs fifty thousand (7,50,000) as restitution for the expenses they have been at during the troubles subsisting between the respective parties, and maintaining the different garrisons at Fort Augustus and its dependencies; three lakhs sixty thousand to be paid within two months from the 12th of January 1766, the remaining three lakhs ninety thousand (3,90,000) to be paid within four years from the date hereof; that is, one lakh (1,00,000) for the three first years and ninety thousand (90,000) the last year: for the performance of which Maharajah Jeejaboy, the Ranee, agrees to give two substantial securities, such as may be approved of by the Honourable the President and Council of Bombay; and she also agrees to allow six (6) per cent. exchange on the three lakhs sixty thousand (3,60,000) that is to be paid before the delivery of the Fort, which is to be in the following sort of Rupees: Hookary, Peerchaney, Arcotey, Hazancy, and Ourang Shah; and the remainder to be made good equal to Bombay Rupees.

ARTICLE 3.

The Honourable Company, in consideration of Maharajah Jeejaboy, the Ranee, fulfilling the foregoing Article, do agree, on the payment of the first sum, that is, Rupees three lakhs sixty thousand (3,60,000), to deliver up to her, Maharajah Jeejaboy, the Ranee, the Fort of Augustus, formerly called Sundudroog, with the Forts of Rajhcote, Serjacote, and Pudrumdroog, and do further renounce all claim or pretension to the lands and tenements belonging thereto.

ARTICLE 4.

The Honourable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, etc., of what kind soever that they may have brought here; and they do give up to Maharajah Jeejaboy, the Ranee, such guns and carriages as are here that were belonging to Fort Augustus; also those at Rajhcote, Serajcote, and Pudrumdroog.

ARTICLE 5.

Maharajah Jeejaboy, the Ranee, will permit the Honourable Company to build a factory with warehouse at Rajhcote, or at such place as may be most convenient for them (at which place they will hoist their flag), or any part of her territories adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, as also vessels or boats, as they shall think necessary for conducting the same; and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects and vend them till satisfaction is made and obtained.

ARTICLE 6.

The English subjects, and the subjects of the Ranee, shall have free liberty to trade and commerce with each other, without any hindrance or molestation whatever.

ARTICLE 7.

Maharajah Jeejaboy, the Ranee, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English colours; in like manner, the English will not molest any vessels or boats belonging to Maharajah Jeejaboy, the Ranee, or her subjects.

ARTICLE 8.

Maharajah Jeejaboy, the Ranee, grants to the Honourable English Company an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, and to pass the same through her country.

ARTICLE 9.

Maharajah Jeejaboy, the Ranee, will allow all merchants or vanjarrahs free liberty to pass and re-pass her territories, to and from the English factory at Malwan, near Rajhcote, or any place where they built one, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the duties agreeable to the custom practised at Ghereah, Rajahpore, and no more, on any pretence whatever; and whatever goods are landed at the English factories no customs whatever are to be levied. When they are carried out by the merchants they are to pay the duties agreeable to the custom before mentioned.

ARTICLE 10.

Maharajah Jeejaboy, the Ranee, will not entertain in her service any people belonging to the English, whether Europeans or other, but, on the

contrary, give strict orders to her officers to seize such as may be seen in her dominions; nor suffer any European deserters to pass through her country but return them to the Resident of the English factory, on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Ranee; and slaves to be returned on both sides.

ARTICLE 11.

If any vessels or boats belonging to the English, their subjects or allies, at any time be drove ashore, or wrecked, in any part of the Ranee's dominions, she agrees to afford all suitable assistance for the preservation of such vessels and their cargoes; and whatever part thereof may be saved, to be delivered to the lawful owners, without any salvage whatever, except the labourer's hire. The English, on their parts, to observe the same in respect to the subject of the Ranee, their vessels or boats.

ARTICLE 12.

Maharajah Jeejaboy, the Ranee, will not, by menaces or otherwise, directly or indirectly, plunder, or in any shape molest the inhabitants, or others, that may have served or lived under the protection of the English during the time they had possession of Fort Augustus and dependencies, but permit them to enjoy peaceably their houses, lands, and tenements in the same free and ample manner as when the Malwan government subsisted before the English took this place.

ARTICLE 13.

The Honourable Company will, at the same time that Fort Augustus is delivered up to Maharajah Jeejaboy, the Ranee, deliver to her the prisoners taken in Sundadroog Fort when they conquered it, and are now at Bombay.

ARTICLE 14.

Maharajah Jeejaboy, the Ranee, agrees, should the Honourable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honourable Company, in like manner, agrees to assist the Ranee should it be convenient for them.

No. LXXIX.

AGREEMENT with the RAJAH of KOLHAPORE for the payment of COMPENSATION and the establishment of FACTORIES at MALWAN and KOLHAPORE.

Lieutenant William Thomas Sandiford, Persian Interpreter to the Honourable Major General Robert Abercromby, President and Governor of Bombay, and Balajee Ram, Commandant of Cavalry to Sevajee, Rajah of Kolhapore, being invested with full powers to form a Convention for the purposes of settling the debt due by the said Rajah to the Honourable Company, and likewise for satisfying the merchants under the protection of the Presidency of Bombay for the losses they have sustained by the Malwan fleet since the year 1785, have agreed to the following Articles:—

ARTICLE 1.

The friendship that formerly subsisted between the Honourable Company and the Rajah of Kolhapore is hereby renewed and confirmed, and the disputes that have lately subsisted between the two governments will be finally settled when the following Articles are executed and fulfilled.

ARTICLE 2.

The Rajah of Kolhapore hereby agrees to discharge the balance due by him to the Honourable Company, agreeably to his engagement with Mr. Brome, in three separate payments, the first payment to be made on the first day of January 1793, and the others on the first day of every succeeding January, until the whole is discharged, which shall be done on the 1st of January 1795.

ARTICLE 3.

The above due by the Kolhapore Rajah to the Honourable Company having for many years borne an interest, which, from the distresses of the Kolhapore government for a length of time past, the Rajah has become totally unable to pay, he therefore throws himself on the mercy of the Honourable Company in hopes of their relinquishing a demand he is without resources to discharge. It is therefore agreed that if the other parts of the convention are faithfully and fully complied with on the part of the Rajah no demand shall be made for the said interest.

ARTICLE 4.

The Rajah of Kolhapore, in order to satisfy the merchants for the losses they have sustained by his fleet since the year 1785, the account of which, calculated with interest to the 31st of July 1792, has been transmitted to him by the Honourable Major General Robert Abercromby, President

and Governor of Bombay, agrees to pay immediately (and he has sent for that purpose by Balajee Ram) Rupees twenty thousand, and will agree to pay a further sum of Rupees thirty-five thousand, to be made good in four different payments, the first to be paid on the first of the next March, and the others on the first of every succeeding March, until the whole is discharged, which shall be considered as a full compensation for the losses they have sustained.

ARTICLE 5.

As a security for the payments before mentioned, and at the same time to convince the Honourable Company that no interruption shall be given in future by his fleet to any vessels sailing with English passes, the Rajah of Kolhapore hereby agrees to a factory being established on the Island of Malwan, where the English flag shall be hoisted until the several claims are discharged, or to be permanent at the option of the Honourable Company. The Rajah will likewise grant the English a factory, if required, at Kolhapore, where he resides himself, and the provisions wanted for as many sepoys as the Company shall keep at both of these factories shall be supplied at the Rajah's own expense, until these Articles are fully executed.

ARTICLE 6.

Balajee Ram being invested with full powers from his master, the Kolhapore Rajah, to conclude this Agreement, and to sign the same and affix the public seal given to him by the Rajah for that purpose, it becomes binding on the said Rajah when signed and sealed by the said Balajee Ram. On the part of the Honourable Company this Convention becomes binding if approved of by the Right Honourable Charles Earl Cornwallis, K.G., Governor-General of India, and full powers are delegated by him for the same, to be signed and sealed on behalf of the said Honourable Company.

Agreed on at Bombay by Lieutenant William Thomas Sandiford, Persian Interpreter to the Honourable Major General Robert Abercromby, President and Governor of Bombay, on the one part; and Balajee Ram, Commander of Cavalry to the Rajah of Kolhapore, on the other, this twenty-fifth day of November, in the year of Our Lord one thousand seven hundred and ninety-two.

The original of the above agreement, written in the Mahratta language, is signed.

BALAJEE RAM, *Sir Lascar*,

By order from his master the Rajah of Kolhapore.

Seal.

Ratified by the Governor-General in Council on 24th December 1792.

No. LXXX.

ARTICLES of AGREEMENT concluded between the RAJAH of KOLHAPORE and the HONOURABLE MOUNTSTUART ELPHINSTONE, RESIDENT at POONA, on the part of the BRITISH GOVERNMENT, and accepted by the RAJAH of KOLHAPORE on the 1st of October 1812.

ARTICLE 1.

There shall be perpetual peace and friendship between the allied governments of the Honourable Company and His Highness the Peishwa on the one part, and His Highness the Rajah of Kolhapore on the other.

ARTICLE 2.

The Rajah of Kolhapore, on his own part and on that of his heirs and successors, hereby renounces all right and claim of whatever description on the districts of Chikoree and Manowlee, and all dependencies which have hitherto been comprehended in those districts. The districts aforesaid are henceforward to belong in absolute sovereignty to Rao Pundit Purdhaun Peishwa Bahadoor, his heirs and successors.

ARTICLE 3.

All the forts and country taken in consequence of the wars occasioned by the disputed claims to Chikoree and Manowlee from the Rajah of Kolhapore, within the last four years, *i.e.*, since the month of September 1808, and now occupied by the troops of Rao Pundit Purdhaun Peishwa Bahadoor shall be immediately restored to the Rajah of Kolhapore.

ARTICLE 4.

The Rajah of Kolhapore hereby renounces all other claims of whatever description on Rao Pundit Purdhaun Peishwa Bahadoor, and on all and every part of his dominions, with the exception of the new conquests mentioned in the third Article; His Highness the Maharajah likewise renounces all claim upon Nepaunee: His Highness the Rajah of Kolhapore hereby further renounces all claims of whatever description on all the Peishwa's subjects of whatever rank and denomination.

ARTICLE 5.

For the security of the British trade against a renewal of the piratical depredations formerly practised by the Rajah of Kolhapore's subjects, the

Rajah of Kolhapore hereby agrees, on his own part and on the part of his heirs and successors, to cede to the Honourable Company in perpetual sovereignty the harbour of Malwan, that is to say, the fort and island of Sundudroog or Malwan, and the forts of Puddumghur, Rajhcote, and Surjacote, with the lands dependent on the said forts, and the British troops shall immediately be put in possession of the said forts and their dependencies.

ARTICLE 6.

His Highness the Rajah of Kolhapore engages, on his own part and on that of his heirs and successors, never to employ any armed vessels, or to permit any armed vessels to be fitted out at or to enter any of the seaports which may remain in His Highness's possession, after the cession of the places before mentioned, or which he may hereafter acquire; and the Rajah agrees that the Honourable Company's vessels shall have the right to search all vessels that may be in the said ports, or that may have sailed from them; and that if any arms are found in vessels so searched, the said vessels shall be lawful prize to the Honourable Company. The Rajah further engages to permit agents on the part of the Honourable Company to reside in all ports in his dominions, or which may hereafter fall into his hands, for the purpose of ascertaining the state of all vessels lying in such ports, and to permit the said agents to search the said vessels.

ARTICLE 7.

If any ship bearing the British flag, or furnished with a British pass, or belonging to the allies of the British Government, should hereafter be put into the Rajah of Kolhapore's ports, or be driven by stress of weather, or any other cause, upon his shores, His Highness the Rajah of Kolhapore engages on his own part and on that of his heirs and successors, that all practicable assistance shall be rendered to such vessels. And the Rajah further agrees that no claim shall be advanced by himself or any of his subjects on any vessel belonging to whatever nation that may be shipwrecked or driven by stress of weather upon his shores.

ARTICLE 8.

In consideration of the cession of the harbour of Malwan, and on condition of the effectual suppression of piracy, the Honourable Company engages to guarantee such territories as shall remain in the Rajah of Kolhapore's possession against the aggression of all foreign Powers and States.

ARTICLE 9.

With a view to the full execution of the agreement contained in the foregoing Article, His Highness the Rajah of Kolhapore, on his own part and on that of his heirs and successors, engages not to pursue any measures of hostility against foreign States without the previous consent of the

Honourable Company; and if any differences shall in future arise between His Highness, his heirs and successors, and any foreign power or State, the Honourable Company shall apply themselves to the adjustment of such differences conformably to justice and propriety; and His Highness the Rajah of Kolhapore agrees that whatever adjustment of such differences the Honourable Company shall determine, His Highness shall acquiesce in and abide by. His Highness the Rajah of Kolhapore, on his part and on that of his heirs and successors, engages not to urge any claims on foreign States which may have originated previously to the date of this agreement. Should the conditions contained in this Article not be fulfilled by the Rajah the eighth Article is to be considered null and void.

ARTICLE 10.

And whereas various demands subsist on the part of the Honourable Company against His Highness the Rajah of Kolhapore in consequence of depredations formerly committed on the trade of the Honourable Company and its subjects; the Honourable Company being convinced of the Rajah's inability to satisfy those demands, and of his sincere desire to prevent a repetition of the injuries formerly complained of, consents to relinquish all pecuniary claims and demands whatsoever against the Rajah of Kolhapore.

What is written in the above ten Articles is hereby agreed to.

Done at Curveer on the 24th of Ramzan.

The Company's Seal.

The Governor General's small Seal.

No. LXXXI.

ARTICLES of AGREEMENT concluded between SHAJEE CHETTERBUTTY MAHARAJ CURVEER, the RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1826.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and the Rajah of Kolhapore on the 1st of October 1812, and whereas certain misunderstandings have since arisen; with a view to the removal of those misunderstandings, and to the confirmation of the alliance, the following Articles have been agreed on between the two governments:—

ARTICLE 1.

Such parts of the former Treaty concluded on the 1st of October 1812 as are not affected by the provisions of the present engagement shall remain in full force, and are mutually binding on the contracting parties.

ARTICLE 2.

The Rajah of Kolhapore engages to reduce his army to the peace establishment, and never to raise or assemble such a force as shall be likely to endanger the public tranquillity within or without his territories, unless with the previous consent of the British Government. The Rajah further engages to attend to the advice of the British Government on all measures calculated to affect the public tranquillity. But this Article is in no wise to diminish the independence of the said Rajah as a sovereign prince.

ARTICLE 3.

The Rajah of Kolhapore engages never to molest Hindoo Rao Ghatkey Kagulcar or Narain Rao Ghorepurey Echulcurenjeecur in the enjoyment of their respective lands and rights according to ancient custom.

ARTICLE 4.

The districts of Chikoree and Manowlee were transferred to the Rajah of Kolhapore by a Sunnud under the signature of Major-General Sir Thomas Munro, Bart., K.C.B., but have not yet been mentioned in any Treaty or Agreement. The Honourable East India Company now acknowledges them to be ceded to the Rajah of Kolhapore in full sovereignty, the Rajah engaging on his part to respect the rights and privileges of the zemindars, enamdars, and wuttundars of the said districts.

ARTICLE 5.

His Highness the Rajah of Kolhapore hereby recognizes the award of the British Government made in 1822 relative to the half umuls in the Sawant Warree territory, and engages to respect the rights of the Warree State conferred by that award. He also consents to the territorial arrangement of assigning to him an equivalent in land in such part of the Carnatic Collectorate as may be allotted to him by the British local authorities.

ARTICLE 6.

The Rajah of Kolhapore engages never to grant an asylum to the enemies of the British Government, nor to rebels. The Rajah also promises that if any robbers or other offenders issuing from his territories shall commit robberies or other offences in those of the British Government or of other States, His Highness will apprehend them and deliver them up; and His Highness further consents that in case he shall not fully restrain such offenders, the British Government shall give due notice to the Rajah, and shall,

after such notice, be competent at all time to send its troops and police into His Highness's territories for the apprehension of the said offenders, and His Highness shall afford any necessary assistance to the troops or police to enable them to discover and apprehend the objects of their pursuit. If any persons who have committed offences in the Rajah's territory shall take refuge in that of the Company, the British Government will, after due investigation, adopt such measures in regard to the said offenders as equity and justice may appear to require, adopting, at the same time, every means to prevent their committing any acts injurious to the territories of the Rajah.

ARTICLE 7.

The Rajah of Kolhapore promises to continue to Bhow Maharaj and Baba Maharaj their respective lands and rights agreeably to the Schedule annexed.

The guarantee of the British Government to the enjoyment of the above lands and rights shall only continue during the lifetime of the abovementioned persons, but the rights of their descendants, as founded on Sunnud or custom, shall not be prejudiced by the cessation of the said guarantee.

ARTICLE 8.

The Rajah having given his unqualified assent to the demand upon him for the injuries occasioned to the several individuals whose possessions and rights he had invaded, according to the Schedule annexed, hereby agrees to pay such sums as may be adjusted after a full investigation into the extent of the losses actually incurred; and in failure thereof, within sixty days after such final adjustment, to transfer to the British Government such portions of the pergunnah of Chikoree and Manowlee as were formerly ceded to the Kolhapore Rajah, for such term of years as may be necessary to collect a sum equal to the amount due; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of those pergunnahs.

This agreement, agreed to at Kolhapore on the 30th of December 1825, between T. H. Baber, Esquire, Political Agent, on the one part, and by Kristna Rao Girdey and Jowa Rao Jadava, Havildar, on the other, is confirmed, with certain modifications, by the Governor in Council of Bombay on the 24th of January 1826, and will be binding on both parties, unless disapproved by the Governor General in Council.

(Sd.) M. ELPHINSTONE.
" J. WARDEN.
" R. F. GODWIN.
" J. J. SPARROW.

Ratified by the Right Honourable the Governor General in Council at Fort William in Bengal, this tenth day of March one thousand eight hundred and twenty-six.

Seal of the Governor General.

(Sd.) AMHERST.
„ J. H. HARINGTON.
„ W. B. BAYLEY.

By command of the Right Honourable the Governor General in Council.

(Sd.) GEO. SWINTON,
Secretary to the Government.

No. LXXXII.

ARTICLES of AGREEMENT concluded between RAJE SHAH CHETTERBUTTY CURVEER KUR, RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1827.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Rajah of Kolhapore on the 24th of January 1826; and whereas His Highness has lately committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government; the following Articles for repealing, altering and confirming respectively the conditions of the said Treaty, and providing for others of a new nature, have been agreed on between the two governments:—

ARTICLE 1.

In the 2nd Article of the aforesaid Treaty, His Highness Chetterbutty Sahib engaged "to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British Government;" notwithstanding which His Highness lately collected a large army, and, in spite of all advice from the British Government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness's troops, and His Highness hereby engages not to keep more than 400 horse (including khas pagah surinjamee, shetsundee, etc.), and 800 of infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE 2.

In the 4th Article of the above Treaty, the British Government "ceded the districts of Chikoree and Manowlee in full sovereignty to His Highness, he engaging on his part to respect the rights and privileges of the zemindars, enamdars and wuttundars of the said districts." When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two governments; but instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government, and, in violation of the above conditions, has repeatedly infringed the rights of the enamdars and wuttundars of these talooks. It therefore becomes necessary that His Highness should give back to the British Government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

ARTICLE 3.

In the 7th Article of the said Treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that the rights of their descendants, as founded on Sunnud or custom, should not be prejudiced by the cessation of the said guarantee). As, however, His Highness Chetterbutty Sahib has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE 4.

Maharaja Chetterbutty Sahib having on the death of Wiswas Rao Ghatey resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased and never again to interfere with them.

ARTICLE 5.

It having been deemed necessary, in consequence of the number of robberies committed on the surinjamadars and other persons under the protection of the British Government by the inhabitants of Akewat, and of its being a place of general resort of robbers, that it should be given up to the British Government, the Maharaja hereby engages to cede the same, together with lands adjoining, to the value of Rupees 10,000 per annum.

ARTICLE 6.

His Highness Chetterbutty Sahib having compelled the British Government, by various acts of aggression, committed in direct breach of the

above Treaty to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapore and Panallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrison.

ARTICLE 7.

His Highness Chetterbutty Sahib having hitherto neglected to afford redress to Gobind Rao Sahib Putwurdun, Appajee Rao Seetole, Bhow Maharaj, and Baba Maharaj, for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other Chiefs under the protection of the British Government, His Highness hereby engages to pay as per annexed Schedule,* the sum of Rupees one lakh forty-seven thousand nine hundred and forty-eight (1,47,948), the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties; and His Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual revenue of Rupees 50,000; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of the said territory.

ARTICLE 8.

The British Government deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetterbutty Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said minister as they may see fit.

ARTICLE 9.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present Agreement, shall remain in full force, and are mutually binding on the contracting parties.

* The schedule being bulky and of no practical use is not printed. The items in the aggregate are—

	Rs.	a.	p.
Balance of former claims	2,665	3	0
Chinchunkur	36,598	10	3
Enchulkurronjeekur	47,567	7	6
Bhow Maharaj	26,618	3	9
Miscellaneous	18,499	2	0
Kagulkar	16,000	0	0
TOTAL	1,47,948	10	6

This Treaty agreed to at Kolhapore on the 23rd day of October 1827, between Josiah Nisbet, Esq., Political Agent, on the one part, and Rajah Shah Chetterbutty, Rajah of Kolhapore, on the other, and confirmed by the Honourable the Governor in Council of Bombay on the fifth day of November 1827, is here finally ratified.

No. LXXXIII.

ARTICLES of AGREEMENT concluded between RAJE SHAH CHETTERBUTTY CURVEER KUR, RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1829.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Rajah of Kolhapore on the 24th of January 1826; and whereas His Highness having committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government, a preliminary Treaty for repealing, altering, and confirming respectively the conditions of the aforesaid Treaty, and providing for others of a new nature, was agreed to at Kolhapore on the 24th of October A. D. 1827, between Raje Shah Chetterbutty Maharaj, Rajah of Kolhapore, on the one part, and Josiah Nisbet, Esquire, Political Agent, on the other; and whereas it has been deemed advisable to modify certain parts of the said preliminary Treaty, the following Articles are now finally agreed on by the two governments:—

ARTICLE 1.

In the 2nd Article of the aforesaid Treaty His Highness Chetterbutty Sahib engaged "to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British Government," notwithstanding which His Highness lately collected a large army, and in spite of all advice from the British Government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness's troops, and His Highness hereby engages not to keep more than 400 horse (including "khas pagah, surinjamee, shetsundee," etc.), and 800 infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE 2.

In the 4th Article of the above Treaty the British Government "ceded the districts of Chikoree and Manowlee in full sovereignty to His Highness," he engaging on his part to respect the rights and privileges of the zemindars,

"enamdars," and "wuttundars" of the said districts. When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two Governments; but, instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government, and in violation of the above conditions has repeatedly infringed the rights of the "enamdars" and "wuttundars" of those talooks; it, therefore, becomes necessary that His Highness should give back to the British Government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

ARTICLE 3.

In the 7th Article of the said Treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that "the rights of their descendants, as founded on Sunnud or custom, should not be prejudiced by the cessation of the said guarantee"). As, however, His Highness Chetterbutty Sahib has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE 4.

Maharaj Chetterbutty Sahib, having on the death of Wiswas Rao Ghatkey, resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

ARTICLE 5.

It having been deemed necessary, in consequence of the number of robberies committed on "surinjameedars" and other persons under the protection of the British Government by the inhabitants of Akewat, and of its being a place of general resort for robbers, that it should be given up to the British Government, the Maharaj hereby engages to cede the same, together with lands adjoining, to the value of Rupees 10,000 per annum.

ARTICLE 6.

His Highness Chetterbutty Sahib having compelled the British Government, by various acts of aggression, committed in direct breach of the above Treaty, to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapore and Panallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrisons.

ARTICLE 7.

His Highness Chetterbutty Sahib having hitherto neglected to afford redress to Govind Rao Sahib Putwurdun, Appajee Rao Setole, Bhow Maharaj, and Baba Maharaj for the injuries done to them in 1826, as agreed with the

late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other Chiefs under the protection of the British Government, His Highness hereby engages to pay, as per annexed Schedule,* the sum of Rupees one lakh forty-seven thousand nine hundred and forty-eight (Rupees 1,47,948), the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties; and His Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual revenue of Rs. 50,000; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of the said territory.

ARTICLE 8.

The British Government, deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetterbutty Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said minister as they may see fit.

ARTICLE 9.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present agreement, shall remain in full force, and are mutually binding on the contracting parties.

This definitive Treaty, agreed to at Kolhapore on the 15th of March 1829, between Raje Shah Chetterbutty Curveer Kur, Rajah of Kolhapore, on the one part, and Josiah Nisbet, Esq., Political Agent, on the other, is now confirmed by the Governor in Council of Bombay on the 15th of July 1829, the preliminary Treaty of the 24th October 1827, above referred to, having been previously confirmed in like manner.

(Sd). JOHN MALCOLM.
„ T. BRADFORD.
„ JAS. ROMER.

Ratified by the Right Honourable Governor General in Council at Fort William in Bengal, this twenty-first day of August one thousand eight hundred and twenty-nine.

Company's Seal.

(Sd.) W. C. BENTINCK.
„ COMBERMERE.
„ W. B. BAYLEY.
„ C. T. METCALFE.

By command of the Right Honourable the Governor General in Council.

(Sd.) GEORGE SWINTON,
Chief Secretary to the Government.

* See footnote on page 243.

No. LXXXIV.

ARTICLES of REVISED AGREEMENT with HIS HIGHNESS the RAJAH of KOLHAPORE, dated the 20th October 1862.

Whereas a desire has been expressed by His Highness the Rajah of Kolhapore to assume the administration of the affairs of that State, His Excellency the Honourable the Governor of Bombay in Council has, in consideration of the Rajah having attained full age, and having evinced loyalty towards the government of Her Majesty the Queen, more particularly during the disturbances of 1857-58, when the Rajah's brother (Chima Sahib) was an active conspirator, resolved to transfer to the Rajah the administration of Kolhapore, with such reservations as are contained in an agreement to be signed by the Rajah.

In carrying into effect the proposed transfer of administration, the Honourable the Governor in Council considers that in the choice of a karbaree or minister, while it might be more agreeable to the Rajah that the minister should not be the exclusive choice and the servant of the British Government, it is at the same time highly desirable that in the first instance at least the chief minister in Kolhapore, self-governed, should be one whose nomination by the Rajah is fully approved by the British Government.

In accordance with the spirit of the above observations, the following specific conditions of agreement are proposed for the acceptance of the Rajah:—

ARTICLE 1.

That in all matters of importance the Rajah of Kolhapore agrees to follow the advice of the British Government as conveyed by the Political Officer representing that government at Kolhapore.

ARTICLE 2.

That under the Rajah's administration there should be a khasgee karbaree, as at present, whose accounts should be kept separately, and be annually included in the State accounts in a single item.

ARTICLE 3.

That the Rajah's durbar should send its correspondence with other courts through the Political Agent.

ARTICLE 4.

That the revenue administration should be entirely in the hands of the Rajah, he making arrangements for the liquidation of the British debt by instalments of at least one lakh of Company's Rupees per annum.

ARTICLE 5.

That the Rajah should make no new alienations of land without the concurrence of government until the British debt is liquidated.

ARTICLE 6.

That the Kolhapore infantry should be maintained at its present strength and be under the command, as at present, of British officers; and that the Rajah should continue to pay Rupees 28,914 per annum, the sum required for the detachment of the Southern Mahratta Horse at Kolhapore, so long as it may be deemed desirable to station the detachment within the Kolhapore territory.

ARTICLE 7.

That the present three native courts of civil justice be maintained, with an appeal court, to be called the Rajah's court.

That there should be a combined court of the Rajah and the British Agency for the disposal only of cases against the higher Sirdars.

The mamlutdars should have authority in minor criminal cases, as at present.

That for more serious criminal cases there should be a Nyayadesh court imposing sentences of imprisonment for such period as may be fixed by the Rajah; sentences of longer imprisonment than three years to require the confirmation of the Rajah, and sentences of death to be referred to the authority of Government.

ARTICLE 8.

That certain of the higher jaghiredars, such as the Pratinidhee of Vishalgur, the Punt Amatya of Bowra, the Chiefs of Kagul Inchulkurunjee, Kapsee, Torgul, the Sirluskur, Narayen Rao of Kagul, Ruma * Bai Walwa, Himmut Bahadoor, should be considered as still in some degree under the supervision of the Political Agent, who should act, as far as circumstances will permit, in co-operation with the Rajah's government; and that all criminal cases within the jurisdiction of these Sirdars, involving death, or imprisonment beyond seven years, should be forwarded for trial before the Political Agent, for submission to Government. The supervision proposed to be retained over these Sirdars, and the guardianship of such of them as may be minors, by the British Government acting in concert with the Rajah, are not intended in any way to infringe the seignorial rights of the Rajah, but merely to secure good government, and to prevent those disputes which in old days were frequently the cause of disturbance and bloodshed.

* Since dead.

ARTICLE 9.

That the Rajah should defray, as long as it may be considered necessary by government, the expenses of the Agency, including the salaries of the Agent, with establishments. That the Rajah should also defray the expense of all public buildings which may be deemed by government necessary for the troops stationed at Kolhapore.

(Sd.) SEVAJEE.

No. LXXXV.

KOLHAPUR OPIUM AGREEMENT,—1880.

KOLHAPUR and SOUTHERN MARATHA COUNTRY.

No. 1054, dated Kolhapur, 22nd October 1880.

From—MAHADEO VASUDEV BARVE, State Karbhari, Kolhapur,

To—COLONEL W. C. PARR, Political Agent, Kolhapur and South Maratha Country.

SIR,

With reference to Government Resolution No. 2754-89 (Confidential), dated 27th May 1880, and your letter No. 3627, dated 20th instant, on the subject of cultivation of the poppy and the manufacture and sale of opium, I have the honour to report, for the information of Government, that the Kolhapur Darbar consents to abide by the following conditions relating to the growth of the poppy, manufacture of opium, etc. :—

1st.—That the Kolhapur Darbar has already consented to prohibit the cultivation of the poppy and manufacture of opium, and now hereby promises and agrees to prohibit the cultivation of the poppy and manufacture of opium in the Kolhapur State.

2nd.—That the Kolhapur Darbar will use every effort to put a stop to the illicit importation of opium from the Nizam's dominions and all other opium which has not paid the British pass-fee.

3rd.—That the Kolhapur Darbar agrees to introduce in the Kolhapur State the provisions of the Opium Act (No. I of 1878) and the rules framed under it, as far as possible.

4th.—The Kolhapur Darbar further promises and agrees that all opium required for consumption within the limits of the Kolhapur State shall be obtained from a British opium depôt under such conditions and precautions as Government may deem necessary.

5th.—The Kolhapur Darbar further promises to arrange that only licensed vendors will be allowed to sell opium in retail in the Kolhapur State at a price not less than that at which it is retailed in the adjacent British

districts, such vendors being required to keep accounts of all purchases and sales, the Kolhapur Darbar being still at liberty, as heretofore, to make such terms as might appear to the Darbar most advisable with farmers for the privilege of selling opium by retail, subject to the above conditions.

6th.—The Kolhapur Darbar agrees to submit, for the information of Government, through the Political Agent, half-yearly returns showing particulars of the purchases and sales of opium in the Kolhapur State.

7th.—In return for the making of this agreement, and as a condition of its terms being kept, the British Government agree to remit to the Kolhapur Darbar one-fifth of the pass-fee, ruling at the time of purchase, on all opium purchased by the Kolhapur Darbar from a Government depôt for sale in the Kolhapur State.

I have the honour to be, &c.,

(Sd.) MAHADEO VASUDEV BARVE,

State Karbhari, Kolhapur.

No. LXXXVI.

ARTICLES of AGREEMENT for the removal of restrictions of FREE TRADE in the STATE of KOLHAPUR and certain adjoining STATES of the SOUTHERN MARATHA COUNTRY,—1886.

Preamble.—Whereas the Regent in Council of Kolhapur declared on the fifteenth of January one thousand eight hundred and eighty-six his intention to abolish the duties on export and import known as Sthalmod and Sthalbharit, as well as the imposts known as Ghât Dasturi other than road tolls throughout the Kolhapur territories and the Feudatory States, and whereas it is considered by the Council of Administration desirable to remove further restrictions on free trade in the said territories and Feudatory States of Kolhapur, and to obtain from the adjoining States of the Southern Maratha Country under the Political Agency of Kolhapur and the Southern Maratha Country an engagement that they will pursue an identical policy in regard to free trade, the following articles in this view are agreed upon between the Council of Administration of Kolhapur on behalf of His Highness Shahu Chatrapati, Raja of Kolhapur, his heirs and successors, on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and the Southern Maratha Country for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Kolhapur State engages to abolish within the territories of His Highness the Raja of Kolhapur, and to cause to be abolished in the Feudatory States from henceforth, all taxes and imposts on the import, export or measurement of commodities other than snuff, sulphur and poisonous drugs : provided

that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals, or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes constituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Kolhapur engages to abolish all special taxes on trades and industries or on the sale of their manufactured commodities, whether levied under the designation of the Mohtarpha taxes or any other name.

ARTICLE 3.

The British Government engages to obtain from the State of Sangli, the States of Miraj Senior and Miraj Junior, and the State of Ramdurg, an engagement similar to that embodied in Articles 1 and 2 of this agreement.

ARTICLE 4.

The British Government engages to use its best endeavours to secure the adhesion of the States of Mudhol, Kurundvad and Jamkhandi to the engagement expressed in Articles 1 and 2 aforesaid, and the Kolhapur State on its account engages similarly to use its influence with the Feudatory States to induce them to abolish the taxes mentioned in Article 2 of this agreement.

Executed at Kolhapur this first day of November one thousand eight hundred and eighty-six.

(Signed) WILLIAM LEE-WARNER,
Political Agent, Kolhapur.

(Signed) WILLIAM LEE-WARNER, *President.*

„ M. KUVARJI,
Divan and Member of Council.

„ B. N. JOSHI,
Chief Judge and Member of Council.

„ KRISHNAJI RAMCHANDRA,
Chief Revenue Officer and Member of Council.

} Council of Administration, Kolhapur.

Approved and confirmed by His Excellency the Viceroy and Governor General in Council.

(Signed) W. J. CUNINGHAM,
Offg. Secy. to the Govt. of India, Foreign Dept.

FORT WILLIAM :
The 28th February 1887.

No. LXXXVII.

No. 3502, dated Bombay Castle, the 31st May 1895.

POLITICAL DEPARTMENT.

RESOLUTION OF GOVERNMENT.

Whereas it is provided by the 7th Article of the Revised Agreement entered into with His Highness the Raja of Kolhapur on the 20th October 1862 that sentences of death shall be referred to the authority of the Government of Bombay ; and whereas it is proposed, as a mark of confidence in His Highness's loyalty and in recognition of his rank and position among the Chiefs under the political control of the Government of Bombay, to relax the restraint hitherto imposed by the said Article on His Highness's powers in respect of sentences of death, His Excellency the Governor in Council is pleased to declare, with the previous sanction of His Excellency the Viceroy and Governor-General in Council, that the said Article is hereby modified and shall henceforth run as follows :—

ARTICLE 7.

That the present three native courts of civil justice be maintained with an appeal court, to be called the Raja's court.

That there should be a combined court of the Raja and the British Agency for the disposal only of cases against the higher Sardars.

That Malatdars should have authority in minor criminal cases as at present.

That for more serious criminal cases there should be a Nyayadesh court imposing sentences of imprisonment for such period as may be fixed by the Raja ; sentences of longer imprisonment than three years and sentences of death to require the confirmation of the Raja.

2. The Political Agent should be requested to communicate the alteration above made to His Highness the Raja, and to affix the above declaration in English and Marathi at the end of the original Treaty in the possession of His Highness the Raja.

G. W. VIDAL,
Acting Chief Secretary to Government.

No. LXXXVIII.

Kharita to His Highness the Maharaja of Kolhapur,—1903.

I have great pleasure in informing Your Highness that, as a mark of their appreciation of your administration, my Government have decided for so long as they remain satisfied of the impartiality and efficiency of your Courts to withdraw from the exercise of residuary jurisdiction in the Feudatory Jaghirs which the then Government of Bombay reserved by Article 8 of the Articles of Agreement accepted in 1862 by His Highness the then Raja of the Kolhapur State. Save therefore in the cases specified below the residuary jurisdiction in the Feudatory Jaghirs will in future be left to the Courts of Your Highness.

The cases which my Government have decided still to reserve are the following:—

Cases which the Political Agent may require by written request to be transferred to his Court for disposal.

Such cases occurring in the Feudatory Jaghirs and involving the punishment of death or imprisonment over seven years, will continue to be tried by the Court of the Political Agent and committed thereto through the Court of Your Highness.

Your Highness's Courts will of course avoid any possible allegation of encroachment on the jurisdiction reserved to the Feudatory Jaghirdars on their investiture by a scrupulous respect for the terms of the Thailis addressed to them.

Should Your Highness feel able at any time in consultation with the Political Agent on a consideration of the efficiency of their Courts and as a reward for loyalty to your Gadi to propose a further enlargement of the jurisdiction of all or any of your Feudatories, I shall be happy to consider the question.

No. LXXXIX.

TRANSLATION.

AGREEMENT entered into by the SANGLI STATE with the BRITISH GOVERNMENT,—1881.

Whereas the British Government have deemed it desirable to conclude arrangements for the complete prohibition of the cultivation of the poppy and manufacture of opium in my State, I have already given my consent gladly to co-operate cordially and loyally with them in carrying out these arrangements ; and I now hereby promise and agree to prohibit the cultivation of the poppy and manufacture of opium in my State.

2. I will use every effort to put a stop to the illicit importation of opium from the Nizam's dominions and all other opium which has not paid the British pass-fee.

3. I also hereby agree to introduce in my State the provisions of the Opium Act (No. I of 1878) and the rules framed under it, as far as possible.

4. I further promise and agree that all opium required for consumption within the limits of my State shall be obtained from a British opium depôt under such conditions and precautions as Government may deem necessary.

5. I further promise to arrange that only licensed vendors will be allowed to sell opium in retail in my State at a price not less than that at which it is retailed in the adjacent British districts, such vendors being required to keep accounts of all purchases and sales. I shall of course be at liberty still, as heretofore, to make such terms as might appear to me most advisable with farmers for the privilege of selling opium by retail, subject to the above conditions.

6. I agree that I will submit, for the information of Government, through the Political Agent, half-yearly returns showing particulars of the purchases and sales of opium in my State.

7. In return for the making of this agreement and as a condition of its terms being kept to, the British Government agree to remit to me one-fifth of the pass-fee ruling at the time of purchase on all opium purchased by me from a Government depôt and sold in my State.

Given under my hand and seal this first day of February one thousand eight hundred and eighty-one.

(Signature of Chief) "Raja,"

(Sd.) W. F. F. WALLER, *Major*,
Joint Administrator of Sangli.

True translation.

(Sd.) W. F. F. WALLER, *Major*,
Joint Administrator of Sangli.

Similar agreements were executed in 1880 by the Chiefs of Miraj (Senior and Junior), Jamkhandi, Kurundwar (Senior and Junior), Ramdurg and Mudhol.

No. XC.

ARTICLES of AGREEMENT for leasing the ABKARI REVENUE of the SANGLI STATE to the BRITISH GOVERNMEET for a term of five years from first August one thousand eight hundred and eighty-one to thirty-first July one thousand eight hundred and eighty-six,—1885.

Preamble.—Whereas it is considered desirable to place the administration of the Abkari revenue of the Sangli State on the same footing as the administration of the Abkari revenue of the British Collectorates adjoining the Sangli State, which has recently been improved in accordance with the provisions of the Bombay Abkari Act of 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorates or the Sangli State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been agreed on between Dhundirao Chintaman, Chief of Sangli, and Captain William Butler Ferris, Acting Joint Administrator of Sangli, on one part, and Lieutenant-Colonel Henry Nicholas Reeves, Political Agent, Kolhapur and Southern Maratha Country, for the time being on behalf of the British Government, on the other.

ARTICLE 1.

The Joint Administrators of Sangli engage that the law of the Sangli State as regards Abkari shall be the Bombay Abkari Act of 1878 or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE 2.

In order that the new system of Abkari administration in the Sangli State may be efficiently organised on the principles of the Bombay Abkari Act, the Joint Administrators of Sangli engage hereby to farm the entire Abkari revenue of the State to the Bombay Government for a term of five years from first August one thousand eight hundred and eighty-one to thirty-first July one thousand eight hundred and eighty-six, in consideration of an annual payment of Rupees twenty-nine thousand two hundred and eighty-one annas two and pies eight, being the average of the total net Abkari revenue of the State from Fasli 1280 to Fasli 1289 *plus* twenty-five per cent. in consideration of any possible increase of revenue during the term of the lease.*

This sum to be paid in equal moieties half-yearly on tenth January and tenth July of each year.

ARTICLE 3.

During the term of the farm the administration of the Abkari revenue of the Sangli State will be conducted by such officers as Government may appoint, on the following principles :—

(*a*) The rates of taxation of liquor in the Sangli State and in the Collectorates to be equivalent.

(*b*) Reasonable facilities for obtaining a supply of liquor for consumption to be afforded to the people of the Sangli State as to the people of the Collectorates.

(*c*) The retail selling price of liquor to be the same in the Sangli State and in the Collectorates, so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

NOTE.—Under the last stipulation it will not be necessary to forbid sale of liquor in Sangli shops to British raiyats or *vice versâ*.

ARTICLE 4.

But during the term of the farm the officers appointed by Government will consult the Joint Administrators regarding details of Abkari Administration, such as the number and position of liquor shops, the persons to receive retail licenses and the like, and will consider the wishes of the Joint Administrators on such points.

ARTICLE 5.

It is understood that the farm conveys to the Government of Bombay no right to ownership in palm and other toddy-producing trees or in the land in which they stand.

*NOTE.—In calculating the amount of compensation the average net receipts of the Sangli Treasury from toddy (or the juice of different kinds of palm trees) are included, as such items are abkari revenue under the Bombay Abkari Act.

ARTICLE 6.

On their part the Joint Administrators of Sangli engage cordially to co-operate in carrying out the provisions of the Abkari law and rules, and to do their best by themselves and their subordinate officers to prevent all illicit possession, manufacture, sale, transport of liquor or of the materials or implements used for its manufacture, in accordance with the provisions of the Act and of any rules which may be made under it.

ARTICLE 7.

It is understood that all offences against the Abkari law will be cognizable, under section 51 of the Abkari Act, by the Sangli Criminal Courts, in the same manner as other offences are cognizable.

ARTICLE 8.

During the term of the farm the Abkari accounts of the Sangli State will be kept separately from those of the adjoining Collectorates, and an annual account given to the Sangli State for information.

ARTICLE 9.

At the conclusion of the five-year farm the management of the Abkari revenue of the Sangli State will revert to the Joint Administrators of Sangli.

ARTICLE 10.

They engage thereafter to conduct their administration of it in accordance with the principles laid down in the preamble of this agreement, namely :

To maintain the same Abkari law and rules as may be in force in the neighbouring Collectorates.

To impose rates of taxation on liquor equivalent to those in force in the Collectorates.

So to manage their revenues that injury shall not be caused by it to the Abkari revenues of the Collectorates, and to make their arrangements in consultation, when necessary, with the Political Agent, Kolhapur and Southern Maratha Country, for the time being, with this view.

Provided always that this article does not bind the Joint Administrators of Sangli to any arrangements injurious to the legitimate interests of the State or revenue, and that it is understood that the Abkari revenue of the Collectorates will in like manner be so managed as not to cause injury to the legitimate Abkari revenue of the State.

This agreement agreed to at Sangli on the 2nd (second) day of September one thousand eight hundred and eighty-five.

Approved and confirmed by His Excellency the Viceroy and Governor General in Council.

(Sd.) H. M. DURAND,
Secretary to the Government of India, Foreign Department.

FORT WILLIAM,
The 25th January 1886.

(Sd.) In Vernacular.
(„) W. B. FERRIS, *Captain, Acting Joint Administrator, Sangli.*
(„) JOHN W. WATSON, *Acting Political Agent, Kolhapur and S. M. Country.*

Similar agreements were executed by the Chiefs or Representatives of the *Mudhol* State on 27th August 1885, the *Ramdurg* State on 30th November 1885, the *Miraj Junior* State on 29th March 1886, the *Kurundwar Senior* State on 5th July 1886, the *Jamkhandi* State for 3 years on 6th August 1886, and the *KurundwarJunior* State on the——.

No. XCI.

ARTICLES of AGREEMENT for RENEWING the LEASE of the ABKARI REVENUE of the SANGLI STATE to the BRITISH GOVERNMENT for a TERM of eight years from first August one thousand eight hundred and eighty-six to thirty-first July one thousand eight hundred and ninety-four—1885.

Preamble.—Whereas it is considered desirable to place the administration of the Abkari revenue of the Sangli State on the same footing as the administration of the Abkari revenue of the British Collectorates adjoining the Sangli State which has recently been improved in accordance with the provisions of the Bombay Abkari Act, 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorates or the Sangli State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been agreed on between Dhundirao Chintaman, Chief of Sangli, and Captain William Butler Ferris, Acting Joint Administrator of Sangli, on the one part, and Lieutenant Colonel Henry Nicholas Reeves, Political Agent, Kolhpur and Southern Maratha Country, for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Joint Administrators of Sangli engage that the law of the Sangli State as regards Abkari shall be the Bombay Abkari Act of 1878, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE 2.

In order that the new system of Abkari administration in the Sangli State may be effectually organised on the principles of the Bombay Abkari Act, the Joint Administrators of Sangli engage hereby to farm the entire Abkari revenue of the State to the Bombay Government for a term of eight years from first August one thousand eight hundred and eighty-six to thirty-first July one thousand eight hundred and ninety-four, in consideration of an annual payment of Rupees twenty-nine thousand two hundred and eighty-one, annas two and pies eight, being the average of the total net Abkari revenue of the State from Fasli 1280 to Fasli 1289, *plus* twenty-five per cent. in consideration of any possible increase of revenue during the term of the lease.*

This sum to be paid in equal moieties half-yearly on tenth January and tenth July of each year.

ARTICLE 3.

During the term of the farm the administration of the Abkari revenue of the Sangli State will be conducted by such officers as Government may appoint, on the following principles :—

(*a*) The rates of taxation of liquor in the Sangli State and in the Collectorates to be equivalent.

(*b*) Reasonable facilities for obtaining a supply of liquor for consumption to be afforded to the people of the Sangli State as to the people of the Collectorates.

(*c*) The retail selling price of liquor to be the same in the Sangli State and in the Collectorates, so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

NOTE.—Under the last stipulation it will not be necessary to forbid sale of liquor in Sangli shops to British raiyats or *vice versâ*.

ARTICLE 4.

But during the term of the farm the officers appointed by Government will consult the Joint Administrators regarding details of Abkari administration, such as the number and position of liquor shops, the persons to receive

*NOTE—In calculating the amount of compensation the average net receipts of the Sangli Treasury from toddy (or the juice of different kinds of palm trees) are included, as such items are Abkari revenue under the Bombay Abkari Act.

retail licenses and the like, and will consider the wishes of the Joint Administrators on such points.

ARTICLE 5.

It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy-producing trees or in the land in which they stand.

ARTICLE 6.

On their part the Joint Administrators of Sangli engage cordially to co-operate in carrying out the provisions of the Abkari law and rules, and to do their best by themselves and their subordinate officers to prevent all illicit possession, manufacture, sale, transport of liquor or of the materials or implements used for its manufacture, in accordance with the provisions of the Act and of any rules which may be made under it.

ARTICLE 7.

It is understood that all offences against the Abkari law will be cognizable under section 51 of the Abkari Act by the Sangli Criminal Courts, in the same manner as other offences are cognizable.

ARTICLE 8.

During the term of the farm the Abkari accounts of the Sangli State will be kept separately from those of the adjoining Collectorates, and an annual account given to the Sangli State for information.

ARTICLE 9.

At the conclusion of the eight-year farm the management of the Abkari revenue of the Sangli State will revert to the Joint Administrators of Sangli.

ARTICLE 10.

They engage thereafter to conduct their administration of it in accordance with the principles laid down in the preamble of this agreement, namely:—

To maintain the same Abkari law and rules as may be in force in the neighbouring Collectorates.

To impose rates of taxation on liquor equivalent to those in force in the Collectorates.

So to manage their revenue that injury shall not be caused by it to the Abkari revenues of the Collectorates, and to make their arrangements in consultation, when necessary, with the Political Agent, Kolhapur and Southern Maratha Country, for the time being, with this view.

Provided always that this article does not bind the Joint Administrators of Sangli to any arrangements injurious to the legitimate interests of the State

or revenue, and that it is understood that the Abkari revenue of the Collectorates will in like manner be so managed as not to cause injury to the legitimate Abkari revenue of the State.

This agreement agreed to at Sangli on the second day of September one thousand eight hundred and eighty-five.

Approved and confirmed by His Excellency the Viceroy and Governor General in Council.

(Sd.) H. M. DURAND,
Secy. to the Govt. of India, Foreign Dept.

(Sd.) In Vernacular.

(Sd.) W. B. FERRIS, *Captain, Acting Joint Administrator, Sangli.*

(Sd.) JOHN W. WATSON,
Acting Poltl. Agent, Kolhapur and S. M. Country.

FORT WILLIAM,
The 25th January 1886.

Similar agreements were executed by the Chiefs or Representatives of the *Mudhol* State on the 27th August 1885, the *Ramdurg* State on the 30th November 1885, the *Miraj Junior* State on 29th March 1886, the *Kurundwar Senior* State on 5th July 1886, the *Jamkhandi* State on 3rd July 1886, and the *Kurundwar Junior* State on 7th February 1887.

No. XCII.

ARTICLES OF AGREEMENT for leasing the Abkari revenue of Miraj Senior State to the British Government for a term of eight years from first August one thousand eight hundred and eighty-six to thirty-first July one thousand eight hundred and ninety-four—1892.

Preamble.—Whereas it is considered desirable to place the administration of the Abkari revenue of the Miraj Senior State on the same footing as the administration of the Abkari revenue of the British Collectorates adjoining the Miraj Senior State, which has recently been improved in accordance with the provisions of the Bombay Abkari Act, 1878, and especially with a view to prevent injury to the Abkari revenue of either the Collectorates or the Miraj Senior State by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been

agreed on between Gangadhar Rao Ganesh Patwardhan, Chief of Miraj Senior, on behalf of himself, his heirs and successors on the one part, and Colonel Charles Wodehouse, C.I.E., Political Agent, Kolhapur and Southern Maratha Country, for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Chief of Miraj Senior engages that the law of the Miraj Senior State as regards Abkari shall be the Bombay Abkari Act of 1878, or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE 2.

In order that the new system of Abkari administration in the Miraj Senior State may be effectually organized on the principles of the Bombay Abkari Act, the Chief of Miraj Senior engages hereby to farm the entire Abkari revenue of the State to the Bombay Government for a term of eight years from first August one thousand eight hundred and eighty-six to thirty-first July one thousand eight hundred and ninety-four, in consideration of an annual payment of Rs. (6,122-2-3) six thousand one hundred and twenty-two, annas two and pies three (being the average of the total net Abkari revenue of the Miraj Senior State from Fasli 1280 to Fasli 1289, *plus* about 25 per cent. in consideration of any possible increase of revenue during the term of the lease).* This sum to be paid in equal moieties half-yearly on the tenth January and tenth July of each year.

ARTICLE 3.

During the term of the farm the administration of the Abkari revenue of the Miraj Senior State will be conducted by such officers as Government may appoint, on the following principles:—

(*a*) The rates of taxation of liquor in the Miraj Senior State and in the Collectorates to be equivalent.

(*b*) Such reasonable facilities for obtaining a supply of liquor for consumption are to be afforded to the people of the Miraj Senior State as are afforded to the people of the adjoining Collectorates.

(*c*) The retail selling price of liquor to be the same in the Miraj Senior State and in the Collectorates, so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

NOTE.—Under the last stipulation it will not be necessary to forbid sale of iquor in the Miraj Senior State shops to British raiyats or *vice versâ*.

* NOTE.—In calculating the amount of compensation the average net receipts of the Miraj Treasury from toddy (or the juice of different kinds of palm trees) are included, as such items are Abkari revenue under the Bombay Abkari Act.

ARTICLE 4.

But during the term of the farm the officers appointed by Government will consult the Chief of Miraj Senior regarding details of Abkari administration, such as the number and position of liquor shops, the persons to receive retail licenses, and the like, and will consider the wishes of the Chief on such points.

ARTICLE 5.

It is understood that the farm conveys to the Government of Bombay no right in palm and other toddy-producing trees, or in the land in which they stand.

ARTICLE 6.

On his part the Chief of Miraj engages to co-operate in carrying out the provisions of the Abkari law and rules, and to do his best by himself, his heirs, successors and by his subordinate officers to prevent all illicit possession, manufacture, sale, and transport of liquor or of the materials or implements used for its manufacture, in accordance with the provisions of the Act and of any rules which may be made under it.

ARTICLE 7.

It is understood that all offences against the Abkari law will be cognizable under Section 51 of the Abkari Act by the Miraj Senior State Criminal Courts in the same manner as other offences are cognizable.

ARTICLE 8.

During the term of the farm the Abkari accounts of the Miraj Senior State will be kept separately from those of the adjoining Collectorates and an annual account given to the Chief of Miraj Senior for his information.

ARTICLE 9.

At the conclusion of the eight years' farm the management of the Abkari revenue of the State will revert to the Chief of Miraj Senior.

ARTICLE 10.

The Chief of Miraj Senior engages, on behalf of himself, his heirs and successors thereafter to conduct the administration of it in accordance with the principles laid down in the preamble of this agreement, *viz.*:—

To maintain the same Abkari law and rules as may be in force in the neighbouring Collectorates.

To impose rates of taxation on liquor equivalent to those in force in the Collectorates.

So to manage his revenue, that injury shall not be caused by it to the Abkari revenue of the Collectorates, and to make his arrangements in consultation, when necessary, with the Political Agent, Kolhapur and Southern Maratha Country, for the time being with this view:

Provided always that this article does not bind the Chief of Miraj Senior, to any arrangements injurious to the legitimate interests of the State or revenue, and that it is understood that the Abkari revenue of the Collectorates will, in like manner, be so managed as not to cause injury to the legitimate Abkari revenue of the State.

This agreement agreed to at Miraj the twenty-fourth day of March one thousand eight hundred and ninety-two.

(Sd.) CHARLES WODEHOUSE,
Political Agent, Kolhapur and S. M. Country.

(Sd.) G. G. PATWARDHAN,
Chief of Miraj Senior.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA,
The 28th May 1892.

(Sd.) H. M. DURAND,
Secretary to the Government of India, Foreign Department.

No. XCIII.

ARTICLES OF AGREEMENT for the promotion of Free Trade in the State of Sangli and certain other States in the Southern Maratha Country—1886.

Preamble.—Whereas the Joint Administrators of Sangli agreed on the eighth of February one thousand eight hundred and eighty-six to abolish the duties on import and export, known respectively as Sthalmod and Sthalbharit, throughout the Sangli State, on condition that the States of Miraj Senior and Junior agreed to surrender any claims or shares which they might possess or assert in regard to the receipts of the said taxes; and whereas it is desired to give permanency to this engagement, and at the same time to remove further restrictions on Free Trade in the Sangli State the following articles in this view are agreed upon between the Joint Administrators of Sangli, Meherban Dhundirao Chintaman, Chief of Sangli, and Lieutenant-Colonel William Arthur Salmon, Joint Administrator of Sangli, on behalf of the Chief of Sangli, his heirs and successors on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and Southern Maratha Country, for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Sangli State engages to abolish from henceforth all taxes or imposts on the import, export, measurement, or private sale of any commodities other than snuff, sulphur and poisonous drugs: Provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals, or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes constituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Sangli engages to abolish all special taxes on trades or industries levied under the name of Mohtarpha or any other designation.

ARTICLE 3.

The British Government engages to obtain from the States of Miraj Senior and Miraj Junior a relinquishment of their claims upon, or shares in, any duties or imposts which are abolished in the State of Sangli under the operation of Articles 1 and 2 of this agreement.

ARTICLE 4.

The British Government engages to obtain from the States of Miraj Senior and Miraj Junior an agreement to abolish within their respective territories any duties or taxes therein levied which may correspond to those which the State of Sangli has engaged to abolish, and the State of Sangli thereon agrees to abandon whatever claims or shares it may now assert or possess in the said duties or taxes accordingly abolished in the States of Miraj Senior and Miraj Junior.

Executed at Sangli this nineteenth day of November one thousand eight hundred and eighty-six.

(Sd.) WILLIAM LEE-WARNER,
Political Agent, Southern Maratha Country and Kolhapur.

Seal.

Seal.

(Sd.) WILLIAM ARTHUR SALMON,
Lieut.-Colonel,
Joint Administrator, Sangli.

Seal.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

(Sd.) W. J. CUNINGHAM,
Officiating Secretary to the Government of India,
Foreign Department.

FORT WILLIAM;
The 28th February 1887.

Similar agreements were executed by the Chief of *Miraj Senior* and the Representatives of *Miraj Junior*, on the 8th November 1886.

No. XCIV.

ARTICLES OF AGREEMENT for the promotion of Free Trade in the State of Ramdurg and certain other States in the Southern Maratha Country—1886.

Preamble.—Whereas the State of Ramdurg agreed on the thirteenth of April one thousand eight hundred and eighty-six to abolish the duties on import and export known respectively as Sthalmod and Sthalbharit, and whereas it is desired to give permanency to this engagement, and to remove further restrictions on free trade in the Ramdurg State by the abolition of other taxes upon trade and industry, the following articles in this view are agreed upon between the Joint Karbharis of the State of Ramdurg on behalf of Venkatrao Yogirao, Chief of Ramdurg, his heirs and successors, on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and the Southern Maratha Country, for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The State of Ramdurg engages to abolish from henceforth all taxes or imposts on the import, export, measurement or private sale of any commodities other than snuff, sulphur and poisonous drugs: Provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes costituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Ramdurg engages to abolish all special taxes on trades or industries levied under the name of Mohtarpha or any other designation.

ARTICLE 3.

The British Government engages to obtain from the State of Kolhapur an agreement to abolish within the territories of His Highness the Raja

of Kolhapur any duties or taxes therein levied, which may correspond to those which the State of Ramdurg has engaged to abolish.

Executed at Ramdurg this the tenth day of November one thousand eight hundred and eighty-six.

Seal.

(Sd.) WILLIAM LEE-WARNER,
Political Agent, Southern Maratha Country and Kolhapur.

Seal.

(Sd.) (in Vernacular)
State Karbhari.

(Sd.) WAMAN KRISHNA DATE,
Darbar Karbhari,
Joint Administrators, Ramdurg State.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FORT WILLIAM,
The 28th February 1887.

(Sd.) W. J. CUNINGHAM,
Offg. Secretary to the Govt. of India, Foreign Department.

Similar agreements were executed by the Chief of *Mudhol* on the 2nd May 1887, the Chief of *Kurundwar Junior* on the 10th June 1887, the Chief of *Jamkhandi* on the 19th June 1887, and the Chief of *Kurundwar Senior* on the 6th July 1887.

NO. XCV.

ARTICLES of AGREEMENT * entered into by the HONOURABLE M. ELPHINSTONE, in the name of the BRITISH GOVERNMENT, on behalf of the PEISHWA, with the JAGHIREDARS of the SOUTHERN MAHRATTA COUNTRY, in July and August 1812, commonly called "The AGREEMENT of PUNDERPORE."

ARTICLE 1.

The British Government engages that no notice shall be taken of past

* This document corresponds with the Paper of requests presented by the Resident at Poona to the Peshwa's Ministers on the 6th of July 1812. See "The Peshwa," Vol. VI. The original agreement is supposed to have been burnt with the Poona Residency in 1817. This copy is taken from a draft agreement appended to a letter from Mr. Elphinstone, to Lord Minto, dated 9th July 1812, and corresponds with a copy in the possession of one of the jaghiredars. It may therefore be accepted as genuine.

NOTE.—The above terms were agreed to by the jaghiredars of the Southern Maratha country in July and August 1812. The Chief of Tasgaon was not included in the agreement.

offences by His Highness the Peishwa, and also that the jaghiredars shall not be molested by the revival of old claims of a pecuniary nature or otherwise. On the other hand, the jaghiredars promise never to revive any former claims on His Highness the Peishwa.

ARTICLE 2.

The jaghiredars engage to restore promptly all usurped lands without exception, and to relinquish all revenues which they enjoy without Sunnuds. Their Sunnuds to be examined for this purpose, and any grounds they may offer for mitigation to be hereafter investigated. Under this Article all lands which are held in kamavis are to be restored to the Peishwa.

ARTICLE 3.

The jaghiredars engage to serve His Highness the Peishwa according to the former practice of the Mahratta Empire, as laid down in the Tynat Zabitas.

ARTICLE 4.

The jaghiredars are to carry on no hostilities whatever, unless authorized by His Highness the Peishwa; and should any occasion arise for private wars among themselves, they promise to submit their disputes to the Peishwa, and to abide by His Highness's decision.

ARTICLE 5.

The British Government pledges itself that the jaghiredars shall retain undisturbed possession of their Sunnudee lands as long as they serve His Highness the Peishwa with fidelity, and also promises to use its influence to induce His Highness to restore them to favour, and to treat them with due consideration, on the same terms.

ARTICLE 6.

His Highness the Peishwa has entrusted all the negotiations affecting the preceding questions to the British Resident, who has been instructed by the Right Honourable the Governor-General to carry them into effect, and to see that they are punctually observed.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

(A true translation.)

(Sd.) R. CLOSE,
Assistant Resident.

No. XCVI.

MEMORANDUM of TERMS granted by the HONOURABLE EAST INDIA COMPANY to CHINTAMUN RAO APPAH PUTWURDHUN regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., bearing date the Arabic year 1219, A.D. 1819.

ARTICLE 1.

In the Arabic year 1213 a settlement was concluded, and a letter and memorandum on the part of the British Government were despatched from Punderpore. In the 3rd Article of that memorandum it is written that you are to serve the Peishwa according to the ancient custom of the Mahratta Empire, as it appears in your Tynat Zabita. With reference to that agreement it has now been settled that you shall serve with (450 horse) one-fourth of the contingent of troops, for the maintenance of which you now hold lands; or that in lieu of such service you shall pay to the government in ready money, at the rate of Rupees 300 a horse, the amount of the allowance of that number, or that you shall relinquish an equivalent in land, whereupon you having agreed to give up the amount of the allowances in land, you will now make over the said land to the government according to a separate Schedule.

ARTICLE 2.

As long as you remain faithful and true to government, your lands shall be continued to you without interruption. This stipulation was contained in the 5th Article of the terms of Punderpore and is hereby confirmed. A Sunnud to this effect, issued by the Most Noble the Governor-General, will be made over to you.

ARTICLE 3.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration: it will then be impartially adjusted, and you must abide by the decision. This Article corresponds with the 4th clause of the terms of Punderpore, which is hereby confirmed.

ARTICLE 4.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. This Article is an essential condition of the present Agreement; you must therefore indispensably maintain the good order of your country.

ARTICLE 5.

You will continue all rights within your jaghire, whether belonging to the State or to individuals, all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewasthans (or religious establishments), rozeenah (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government.

ARTICLE 6.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall, on enquiry, be delivered up to you ; and should any offenders against the government, or criminals belonging to its territory, seek refuge in your country, they will be pursued by the government officers ; and you will afford every assistance in delivering up such offenders.

ARTICLE 7.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa. It will attend to any of your representations, and will decide equitably upon them ; you shall in no respect suffer injury, but will of course be supported as far as it is just.

ARTICLE 8.

Any villages, lands or other possessions belonging to your surinjam or enam situated within the lands of government shall be continued without obstruction as they have heretofore been continued.

The above-written eight Articles are agreed to, 15th May 1819, corresponding to 19th Rujjub.

ARTICLES of STIPULATION on the TRANSFER of LANDS to the amount of Rupees 1,35,000 in lieu of CONTINGENT of 450 required by the Tynat Zabita, dated Beejapore, 12th December 1820.

The giving up of Shapore, which was desirable from its proximity to the cantonment of Belgaum, being objected to by Chintamun Rao, it is engaged as follows :—

ARTICLE 1.

There shall be no spirit-dealing in Shapore,

ARTICLE 2.

There shall be no mint or coinage in Shapore, to prevent objections regarding the currency.

ARTICLE 3.

No equivalent to be required from the British Government on account of these two items.

ARTICLE 4.

The Collector will fix villages in the neighbourhood of Belgaum, with the exception of Shapore, to be given up to the amount of Rupees 10,775-1-68, required to complete the sum of Rupees 1,35,000. Villages to be given up which contain toddy trees, in order to prevent future collision, and the nemnook or village payments to be deducted in the estimation of their value.

ARTICLE 5.

The large petta of Shapore near the cantonment shall aid in the supply of coolies and bullocks that may be required for military purposes.

ARTICLE 6.

The Collector of Dharwar will deliver over all the lands held under attachment, which are to be relinquished on security being furnished for such other lands being given (by three instalments of one month each) as shall be found requisite to complete the necessary sum (Rupees 1,35,000), the deductions on account of police and nemnook expenditure being included in the calculation.

ARTICLE 7.

The revenues of the relinquished lands are entered according to the data furnished from the Collector's Office at Dharwar; and the Vakeel having represented that the revenues may be found to be somewhat greater on examination, it is stipulated that should such be the case, there will be a proportional deduction made in the lands remaining to be transferred to the Company in the Shapore Mehal.

AGREEMENT made by CHINTAMUN RAO PANDOORUNG, Sunnut Ushreen-wu-Myatein-wu-Ulf 1229 Fuslee.

I was a Sirdar and subject under the Peishwa. The Peishwa's government was set aside and that of the Company established. My jaghire has

with the other territories come under the British Government. I will serve the British Government, as I may be directed, with fidelity and attachment, with such lands as may be graciously bestowed on me. I shall not maintain connection with, or dependence on, the Peishwa. I shall not hereafter make any claims according to the former Tynat Zabita. I relinquish the claim I made formerly of my relations, the Miritchkur, Tasgaonkur, Koorundwarkur Sirdars, being under my authority. I accept only whatever jaghire the British Government may be pleased to grant me, and I beg a memorandum for the continuance of it, by which I will permanently abide. This is the agreement.

Abstract Statement of the Revenues of the Districts finally ceded from the Jaghire of Chintamun Rao Appa Saheb, Chief of Sanglee, to the British Government in June 1821, and attached to the Dharwar Collectorate to make good the annual sum of Rupees 1,35,000, net produce, in lieu of the service of his quota of horse.

Number.	Districts.	No. of Villages. Mouzas.	Muzzas.	Total.	Kumal Amount.	Actual Gross Produce. Land Revenue.	Bajee Bab.	Sayer.	Total.	Deductions. District Establishment, etc., charges.	Wurshasun, nemnook, etc., etc.	Total Deductions.	Remains, Net Produce.
1	Pergunnah New Hoobiee	41	6	47	67,599 9½	52,181 4½	4,684 5	12,912 4½	69,771 15	4,547 7½	3,181 3	7,728 10½	62,049 4½
2	Pergunnah Turus	46	4	50	47,396 11½	34,192 13½	418 15½	6,437 14	41,049 10½	2,536 6½	2,975 9	5,511 15½	35,537 10½
3	Pergunnah Burdal	16	...	16	10,937 8	7,656 2½	.....	.....	7,656 2½	392 15½	.....	392 15½	7,263 3
4	Pergunnah Bumegutta	11	...	11	3,279 9	8,680 7½	25 4	409 13	9,115 8½	591 0½	38 2½	629 2½	8,486 5½
5	Sirdeshgut of Gopunkope	5	...	5	17,896 12	14,162 0½	.....	266 2½	14,428 3½	935 11½	517 9½	1,453 4½	12,974 14½
6	In the Pergunnah of Shapore	6	1	7	.....	9,321 10½	.....	.....	9,321 10½	633 0½	.....	633 0½	8,688 9½
	Total	125	11	136	.....	1,26,194 6½	5,128 8½	20,026 3½	1,51,349 0½	9,636 9½	6,712 8	16,349 1½	1,35,000 0

(Sd.) J. MACLEOD,
First Assistant.

No. XCVII.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to GUNPUT RAO BAPPOO PUTWURDHUN regarding the lands which he held from the PEISHWA'S GOVERNMENT for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., and regarding the future arrangement of his jaghire and the execution of the AGREEMENT concluded with him by BRIGADIER-GENERAL T. MUNRO. Arabic year 1220—(1819).

ARTICLE 1.

According to ancient practice, you ought to serve with as many horse as your lands will maintain at Rupees 300 a horse ; but as that would be more than you could accomplish, General Munro made the following declaration in the 13th Article of his Agreement :— "The Company does not exact service like the constant duty you used to do under the Peishwa ; once in ten or fifteen years, when an important affair occurs, it is necessary to come to the Company's assistance ; except in such times you shall not always be summoned." On this you have now requested that the terms of your service may not be left indistinct, and have stated your inability to act up to the full extent of the terms of your Tynat Zabita : it is therefore agreed that you shall be excused the service of three-fourths of your contingent, and shall serve constantly with the remaining fourth, 150 horse only. This is hereby confirmed by the government.

ARTICLE 2.

Your troops shall be mustered whenever called on ; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to government at the established rate. If a detachment of 20 or 25 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required, they must remain.

ARTICLE 3.

You shall serve in such manner as the government may order ; you will not in general be required to serve beyond the Godavery and Toombudra ; but if at any time you should be required to do so, you must go without

objecting. On such occasions you will be furnished with money for the payment of your troops according to the estimated expense, which money is to be repaid to government in your own country.

ARTICLE 4.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from government ; all expenses are to be provided for out of the war allowance granted. This is to be observed according to former practice ; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limit as may be necessary ; and in the event of disturbances in the districts adjoining to yours, you will furnish assistance with such troops as may be in your lands. If any great disturbance should break out in your lands, you will receive assistance on your applying to government.

ARTICLE 6.

In the 10th Article of the Agreement with General Munro it is written that on your submitting to the British Government, your jaghire shall be continued to you on the former footing, and in the 14th Article is a similar engagement for the maintenance of your honour and dignity : it is therefore agreed that as long as you shall continue to serve the British Government with fidelity and attachment, your jaghire shall remain unquestioned and undisturbed in your possession, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for your descendants in succession, it is to be represented to government, which will graciously confer a new Sunnud without exacting any nuzzur. A separate Article has been executed on this head, which will be conformed to.

ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam enam situated within the lands of government shall be continued without obstruction as they have heretofore been continued.

ARTICLE 8.

You will continue all rights within your jaghire, whether belonging to the State or individuals, all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or religious establishments), rozeenah (daily stipends), khyrats (alms to Mahomedans),

nemnooks(or assignments of the revenue), etc., in conformity to the list contained in the grant of your surinjam, and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any zemindar should be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment on satisfying yourself of his guilt. If any of the other persons above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to government, which will punish the guilty and "take possession of the vacant lands."*

ARTICLE. 9.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The government will not enquire into any trifling complaints that may arise in your jaghire. When any complaint is made, it will be referred to you, and you are to settle it equitably. If at any time your jaghire should fall into great disorder, and robberies should be committed without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of the government.

ARTICLE 10.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE 11.

In the 15th Article of your Agreement with General Munro it is agreed that if any persons of your district, or any of your dependants, should be guilty of offences, and should fly to the government or to any other person, they shall, on representation to government, be delivered up. It is therefore now agreed that if any offenders of yours escape to the lands of government, or to those of other persons, you are to represent it to government, and on enquiry they shall be delivered up; and should any offenders against the government, or criminals belonging to its territory, seek refuge in your country, they will be pursued by the government officers, and you will afford every assistance in delivering up such offenders.

ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them; you shall in no respect suffer injury, but will, of course, be supported as far as is

* *Maratha*—"make arrangements."

just. To this effect it was promised by General Munro in the 4th Article of his Agreement ; it is therefore inserted here.

ARTICLE 13.

It was agreed by General Munro that you should only serve on great occasions, such as occur once in ten or fifteen years ; nevertheless, you have agreed to serve at all times with a fourth of your contingent ; it is therefore determined to grant you, under the name of personal allowance (Zabita Tynat), lands yielding an annual revenue of Rupees 30,000, to commence from the 1st day of the current year.

ARTICLE 14.

It was agreed by General Munro, in the 16th Article of his agreement, that your disputes with your relations should be equitably adjusted; there is a stipulation in the 4th Article for the equitable division of Bhoze and Yekshumba, and an adjustment on these principles would exclude all considerations of delicacy : it is therefore resolved to put an end to the disputes between the Sirdars by the following grant to you, to commence from the 1st day of the current year, in full satisfaction of all your claims regarding the jaghire. If the village of Bhoze is not obtained for you from Gopal Rao, you will receive lands yielding Rupees 6,400 a year, the addition of Rupees 300 to the value of the village being as a compensation for your disappointment. In lieu of the third share of Annapore, you will receive Rupees 1,300.

ARTICLE 15.

You applied to General Munro for an enam for the god Gunputtee, at Tasgaon ; it is therefore determined to grant, from the first day of this year, an enam of Rupees 2,000 ; Rupees 1,000 for the expenses of the daily sacrifice and annual ceremonies, and Rupees 1,000 for the expense of a band of music.

ARTICLE 16.

If it should appear that you were in the habit of receiving from the Peishwa's government exemptions from the payment of duties on flocks of sheep, or rice, cloth, and other articles required for your own use, you will on enquiry receive similar exemptions, but should these exemptions derange the system established for the country, they will not be granted.

ARTICLE 17.

The lands now granted to you for a personal Tynat, and for the purpose of accommodating your disputies with your family, do not involve the service of any horse in addition to the stipulated number of 150.

The above seventeen Articles are agreed to this 17th of June 1819, Shabun 23rd, 1220 Arabic, in camp at Moochoondee, in the pergunnah of Jutt.

No. XCVIII.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to KESSOW RAO BABA PUTWURDHUN regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., bearing date the Arabic year 1219, A.D. 1819.

ARTICLE 1.

In the Arabic year 1213 a settlement was concluded, and a letter and a memorandum on the part of the British Government were despatched from Punderpore. In the three Articles of that memorandum it is written that you are to serve the Peishwa according to the custom of the Mahratta Empire, as it appears in your Tynat Zabita ; but as the Sirdars would not be able to perform the serving according to the terms of their Tynat Zabitas, it is now settled, out of consideration for them, that they shall serve with one-fourth of the contingent of troops, for the maintenance of which they hold lands, or that in lieu of such service they shall pay to government in ready money, at the rate of Rupees 300 a horse, the amount of the allowance of that number of troops, or that they shall relinquish an equivalent in land. Whereupon you having agreed to serve with 70 horse, being a fourth of your contingent, that arrangement is hereby confirmed by the government.

ARTICLE 2.

Your troops shall be mustered whenever called on ; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to government at the established rate. If a detachment of from 5 to 7 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required they must remain.

ARTICLE 3.

You shall serve in such manner as the government may order ; you will not in general be required to serve beyond the Godavery and Tumbudra ; but if at any time you should be required to do so, you must go without objecting. On such occasion you will be furnished by government with money for the payment of your troops at the established rate of pay, which money is to be repaid to government in your own country.

ARTICLE 4.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from government ; all expenses are to be provided for out of the war allowance granted. This is to be observed according to former practice ; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary ; and, in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands. If any great disturbance should break out in your lands, you will receive assistance on your applying to the government.

ARTICLE 6.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain unquestioned and undisturbed in your possession and that of the Sirdars of your family. This stipulation, expressed in the 5th Article of the Terms of Punderpore, is hereby confirmed, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud, and continue the jaghire without exacting any nuzzur.

ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated with the lands of government, shall be continued without obstruction as they have heretofore been continued.

ARTICLE 8.

You will continue all rights within your jaghire, whether belonging to the State or individuals ; all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewasthans (or religious establishments), rozenah (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue, etc.), in conformity to the list contained in the grant of your surinjam ; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any zemindar shall be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment on satisfying yourself of his guilt. If any of the other persons

above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to government, which will punish the guilty and make arrangements.*

ARTICLE 9.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The government will not enquire into every complaint that may arise in your jaghire. When any complaint is made it will be referred to you, and you are to settle it equitably. If at any time your jaghire should fall into great disorder, and robberies should be committed, or if any great crime should be committed, without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of the government.

ARTICLE 10.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted and you must abide by the decision. This Article corresponds with the fourth clause of the Terms of Punderpore which is hereby confirmed.

ARTICLE 11.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the government, or criminal belonging to its territories, seek refuge in your country, they will be pursued by the government officers, and you will afford every assistance in delivering up such offenders.

ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations, and will decide equitably upon them. You shall in no respect suffer injury, but will, of course, be supported as far as is just.

GUNPUT RAO TATIA MEERUJKUR and GOPAL RAO JUMKHUNDEEKUR.

The treaty with these Chiefs is the same as that contained in 12 Articles with the Chief of Koorundwar, with the addition that both parties shall

* In the English translation transmitted from Poona, it is here entered "shall take possession of the vacant lands."

serve with 300 horse, as noted in 1st Article; and in the 2nd Article that, should occasion require it, they may send from 25 to 40 horse for their own service on receiving the sanction of the officer commanding on the part of government.

Date of Treaty, 6th June 1819, Gulgullee on the Kistna.

GUNPUT RAO SHEDBALKUR.

The Treaty with this Chief was made at the same place. It corresponds with the Koorundwarkur's Treaty, excepting in requiring the services of 70 horse in the 1st paragraph and in the 2nd Article admitting of 5 or 7 horsemen being employed at home.

Dated 6th June 1819.

No. XCIX.

TRANSLATION of a LETTER from TRIMBACK RAO GUNPUT of SHEDBAL, to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 9th Rubbee-ool-Akhir Sunnut Suman-wu-Arbaeen-wu-Myatein-wu-Ulf Shukkay 1769, Pluvung Nam Saowutsur, or Wednesday, the 11th of Falgoon Shood, the 15th March 1848.

After compliments.—Further you have addressed to me a letter dated 4th January 1848, to the effect that on a former occasion a communication was sent to me enquiring what objection there existed to make a cash payment or cede land to government in lieu of my sowars serving under government; and that now, under instructions from government, this letter is written to me to say that on my adopting measures to make a cash payment for my 36 sowars, who at present serve under government, at the rate of Rupees 22-4-3 each a month, that is, Rupees 801-9 per mensem, or 9,618-12 per annum, or cede land in lieu of this payment, the remaining 34 sowars whom I am liable to furnish in conformity to my engagements will be dispensed with; but that in virtue of the tenure of the surinjam continued to me, I am to attend with my forces, etc., to afford assistance to government when it has occasion for the same. With reference to this, I beg to state that on an emergency, assistance shall be rendered to government by sending (men, etc.) out of my surinjam (or force). I am very glad that you have been kind enough to dispense with 34 sowars. I shall continue to pay to government, on account of the salary of the remaining 36 sowars, Rupees 9,618-12 per annum, at the rate of Rupees 801-9 per mensem.

For the rest, etc., etc.

TRANSLATION of a LETTER from RAMCHUNDER RAO GOPAL of JUMKHUNDY, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 29th Jemmadee ool-Akhir Sunnut Tissa-wu-Arbaeen-wu-Myatein-wu-Ulf, dated 23rd May 1849.

After compliments.—Further two memoranda have been received from you to the address of my Vakeel, stating that the Bai Saheb had sent a letter to the effect that she did not wish to make a cash payment in lieu of the sowars from this estate who perform service under government, and that the sowars b allowed to serve as before; that therefore these written communications are sent to me with a request that I should at an early date inform you in writing which of the above courses I wish to follow. With reference to this, I beg to state that for a long period, and from the time of my ancestors Bargeer Silledars, etc., the dependants of my family, rendered services when occasion required; that out of these, 78 sowars perform service under government, and that they are to be provided for. I have addressed a letter, under date the 29th May 1848, to the effect that 72 sowars being dispensed with, I agree to pay, according to the orders of government, Rupees 20,840-10 on account of the annual salary of 78 sowars.

For the rest, etc., etc.

TRANSLATION of a LETTER from GUNGADHUR RAO GUNESH of MEERUJ, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 28th Shaban Tissa-wu-Arbaeen 1258 Fuslee, the 30th July 1848.

After compliments.—Further, your letter No. 5, dated 12th June 1848, has been received, stating, with reference to my communication, to the effect that the annual salary of my sowars who now serve (under government), calculating it according to its monthly rate, amounts to Rupees 12,557-13, and that this sum should be annually recovered from the amount of duties; that the subject of duties is under the consideration of government, and that on a decision being passed on it, the sum (due on account of duties) would be paid to me, but that the above-mentioned amount (on account of sowars) is required to be paid in cash, and requesting me to state my wishes on the point. Adverting to this (letter), I beg to state that as it is written (above) that the amount on account of duties will be paid according to the decision (that may be passed), I have no further representation to make about the matter. On a former occasion I wrote to you everything, including particulars about sowars. It is now stated above that the sum (on their account) should be paid in cash. I shall accordingly continue to pay it in cash. I have no objection to make a cash payment. Let this be known to you.

For the rest, etc., etc.

TRANSLATION of a LETTER from LUXOOMUN RAO MADHO of MEERUJ, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 17th Rubee-ool-Awul Sunnut Arbaeen-wu-Myatein-wu-Ulf, Tuesday, the 4th of Magh, Wudya Shukkay 1769, Pluvung Nam Saowutsur, corresponding with 22nd February 1848.

After compliments.—Further, you have addressed to me a letter dated 4th January 1848, to the effect that on a former occasion a communication was sent to me enquiring what objection there existed to make a cash payment or cede land to government in lieu of my sowars now performing service under government, and that now, in accordance with instructions from government, this letter is sent to me to say that on my adopting measures to make a cash payment for my 24 sowars now under government, at the rate of Rupees 22-4-3 each a month, that is, Rupees 534-6 per mensem, or Company's Rupees 6,412-8 per annum, or cede land in lieu thereof, the remaining 46 sowars, whom I am liable to furnish for servive in conformity to my engagements, will be dispensed with. I have learned this—you have dispensed with 46 sowars, and it has been settled that Rupees 6,412-8 on account of the salary of 24 sowars per annum should be paid to the Company's government. I will continue to pay this sum in cash.

For the rest, etc., etc.

TRANSLATION of a LETTER from VENKUT RAO RAJAH GHOREPURAY of SUMSTHAN MOODHOLE to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 25th Ramzan 1258 Fuslee, or 25th August 1848.

After compliments.—Further in a letter received from you, it was stated that on my making a cash payment of the salary of my 10 sowars who perform service (under government), the remaining 10 sowars would be dispensed with. I thereupon wrote, under date the 17th January 1848, to say that service would be rendered, as from former times it was the intention of the members of my family to perform service ; but I learn from my Vakeel's writing that all the jaghiredars have now consented to make cash payments in lieu of service. It would not be proper for me to withhold my consent to the measure after all have agreed to it. I therefore do not object to make a cash payment of Rupees 2,67[illegible]-14, being the amount of the annual salary of the 10 sowars, if (the other) 10 sowars are dispensed with. The payment will be made at any place you may name. The 10 sowars who now perform service are old dependants of my family. If they are employed on behalf of

government, it would not be necessary for me to make provision for their support; if they are not employed on behalf of government, I shall have to make provision for them, as they are old dependants of my family. It therefore rests with you kindly to employ these sowars.

For the rest, etc., etc.

TRANSLATION of a LETTER from RUGHOONATH RAO KESHEW of KOOROONDWAR to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 14th Rubee-ool-Akhir Sunnut Suman-wu-Arbaeen-wu-Myatein-wu-Ulf 1257 Fuslee, corresponding with 21st March 1848, Shukkay 1769, Pluvung Nam Saowutsur the 2nd of Falgoon Shoodh.

After compliments.—Further, I have received your circular letter No. 1, dated 4th January 1848, to the effect that on a former occasion a communication was sent to me, enquiring what objection there existed to make a cash payment or cede land in lieu of my sowars who render service to government and that now, under instructions from government, this (letter) is written to me to say that on measures being adopted to make a cash payment for my 36 sowars who now perform service under government at the rate of Rupees 22-4-3 each a month, that is Rupees 801-9 a month, or Rupees 9,618-12 per annum, or to cede land in lieu of this payment, the remaining 34 sowars, whom I am liable to furnish for service in conformity to my engagements, will be dispensed with. With reference to this, I beg to state that in paragraph 1 of the Memorandum about the settlement of my surinjams, etc., given at Poona by the Honourable Elphinstone with his signature and seal thereon, in the year 1819, corresponding with sun Ushreen Myatein-wu-Ulf, it is stated that considering that Sirdars will not be able to get on if they were required to perform service with troops, according to the practice prevailing in the Sivuraj (or the Peishwa's rule), and the former Tynat Zabita, and that therefore a settlement is made out of (regard for) them; that for the districts continued on account of surinjams sowars equivalent (or whose salaries may be equal) to one-fourth, the proceeds thereof should be furnished, or in lieu thereof the amount equal to their salaries should be paid in cash to government, or territory transferred on their account. That accordingly the abovementioned personage settled that 70 sowars should be furnished for service on account of one-fourth (of the surinjam held), and stated that the settlement had been sanctioned by government. Accordingly it was settled that 70 sowars, equivalent to one-fourth of my surinjam, should be furnished to the Company's government for service, and my family has since been furnishing sowars for service according to the orders received from the Sahib, and it is my intention to furnish sowars for service hereafter also. But you now write that on

measures being adopted to make a cash payment for 36 sowars, who at present perform service under government at the above-mentioned rate, or cede land in lieu thereof to government, the remaining 34 sowars, whom I am liable to furnish, will be dispensed with. Bearing in mind the fact that the mehals and villages of this surinjam are losing concerns (that is, yield less revenue than estimated) ; that the revenue is not received in proportion to the extent of lands cultivated ; that this estate is encumbered with a heavy expense ; and that therefore it would be difficult for me to get on if I was made to furnish 70 sowars for service according to the engagement entered into, you wrote to His Excellency the Governor in Council, obtained orders for dispensing with the remaining sowars, and addressed a letter to me on the subject. I am very glad that government has conferred this favour upon me. Agreeably to the opinion expressed by you in writing I am willing to pay from year to year by the end of Mrig Sal, Company's Rupees 9,618-12 in cash into the Company's government on account of the salary of 36 sowars.

You write that in virtue of the tenure of the surinjam continued to me I am bound to attend with my forces, etc., to afford assistance to government whenever it has occasion for the same. With reference to this I beg to state that this provision does not appear to exist in the aforesaid Memorandum entered into with the Company's government regarding my estate. Government is, however, well aware that I have never failed, on receiving an intimation, to send in time my troops, etc., to afford assistance to government.

In this manner the particulars are given in two paragraphs, and you will learn the same.

For the rest etc., etc.

No. C.

ADOPTION-SUNNUD granted to the PUTWURDHUNS*—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued ; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindu Law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

The same to the Chiefs of Ramdurg and Mudhol.

* The Chiefs of Sangli, Miraj (Senior and Junior), Jamkhandi, and Kurundwad (Senior).

No. CI.

AGREEMENT entered into by the CHIEF of MIRAJ (SENIOR) regarding the CESSION of JURISDICTION on that portion of the BARSI LIGHT RAILWAY which lies within his ESTATE.—1905.

I, Gangadharrao Ganesh Patwardhan, Chief of Miraj (Senior), hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Barsi Light Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

G. G. PATWARDHAN,
Chief of Miraj (Senior).

MIRAJ,
9th June 1905.

No. CII.

TRANSLATION of an AGREEMENT entered into by the HONOURABLE COMPANY with NARAIN RAO RAM RAMDROOGKUR—1821.

Whereas your ancestors held the suwasthan of Nurgoond for many years under the government of the Sreemunt Punt Pradhan, and whereas a partition was made between you and the Nurgoondkur, when half the suwasthan, comprising the fort and talook of Ramdroog and 17 villages of the talook of Nurgoond, was awarded to you by the Peishwa's government, and whereas the Peishwa's territories have since come into the possession of the Honourable Company, that government has been pleased, in consideration of the suwasthan being an ancient one, and from personal regard, to continue your possessions to you; the following Treaty is now concluded:—

ARTICLE 1.

You formerly engaged, for the consideration of your fort and possession to serve the Peishwa with 113 horse in lieu of rent; but as you have represented to the government that you have not served the Peishwa for many years, the Sircar renounces its claim to the aforesaid quota of horse, and confirms you in your possessions out of favour, and you on your part engage to continue in friendship with the British Government.

ARTICLE 2.

In a former agreement * it was stipulated that you should pay the government annually the sum of Rupees 3,468¾ as your share of the jaghire of

* With the Peishwa, dated ** 1219 Fuslee.

Konoor; this Article is confirmed, and you hereby engage to continue to pay the aforesaid sum yearly into the Company's treasury.

ARTICLE 3.

As long as you may continue in friendship with the government, the suwasthan and villages attached will be continued to you without interruption, and to your heirs from generation to generation, and a grant to this effect, confirmed by the Supreme Government, will be delivered to you, which will be renewed at every succession to your estate, and on your preferring an application, these Sunnuds will be renewed without the usual demand of nuzzur.

ARTICLE 4.

The government hereby engages to continue to you such possessions held by you in enam, &c., at the time of the war, as may be within the limits of the Honourable Company's special dominions, while it reserves the right of resuming such within your territory as may hereafter appear to belong to the Sircar. On your part you engage to continue to the holders of enams, dhurmadao, khyrat, nemnook, &c., within your territory, their several rights without interruption.

ARTICLE 5.

You further engage to protect the ryots of the country forming your suwasthan, to make legal and just enquiries, to protect the inhabitants against robbers, murderers, thullygars, &c., and to obey such orders as the government may deem it necessary to issue in the event of complaints being preferred against you. In failure thereof, or in the event of your country being, from your own neglect or carelessness, infested with robbers, &c., the Sircar will take measures for its better management.

ARTICLE 6.

You further engage not to assemble any party, or to attack or fight against any person without the orders of the government, and to report to the government all disputes that you may be involved in without resorting to arms, when a fair enquiry shall be made and orders issued, agreeably to which you engage to conform.

ARTICLE 7.

You further engage never to hold any connexion or correspondence with Bajee Rao Sahib or other dowlutdar, or suwasthan, and not to afford assistance to any disaffected person.

ARTICLE 8.

You further engage to report to the Sircar all instances, in which any of your offenders shall take refuge in the Company's territories, when enquiries shall be instituted and the offenders transferred to your authority; also to seize and apprehend criminals from the Sircar's country, who may take refuge in your territory, and deliver them to the government, or to assist such

detachment as the Sircar may deem it necessary to send in pursuit of them, and deliver up the criminals to the Sircar.

9th June 1821, Fuslee.

The Sanad of the Nargundkur was similar to this.

No. CIII.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to VENKUT RAO RAJAH GOREPURAY regarding the lands which he held of HIS HIGHNESS the PEISHWA for the payment of his contingent, which are now comprised within the territories of the British Government, and are graciously granted to him for furnishing a contingent to government in consideration of his family being of old standing, bearing date Sunnut Ushreen-wu-Myatein-wu-Ulf, corresponding with December A.D. 1819.

ARTICLE 1.

The five mehals of Moodhole, which were continued until the war for personal and contingent allowance, are now confirmed. It was usual to supply 150 horse, and those who were paid by the Peishwa's government were at the rate of Rupees 12 monthly. In lieu of the latter, a deduction of half (70) the contingent is made. But with a view to support the family, and in consideration that the contingent is required throughout the whole year, and the horses to be good and effective, the British Government is graciously pleased to relinquish three-fourths of the contingent, and to fix the contingent hereafter to be furnished at 20 horse.

ARTICLE 2.

The horses shall be good, valuing between Rupees 300 and 400, and the men efficient. They must serve wherever required. Should their numbers be deficient, the amount of such deficiency shall be repaid to government, at the rate of Rupees 300 for each, from the date of being present at muster.

ARTICLE 3.

In the event of either men or horses being killed or wounded in action you will receive no compensation from government. All expenses are to be

provided for out of the allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 4.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary; and in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands.

ARTICLE 5.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain undisturbed in your possession and that of the Sirdars of your family, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter; when new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud and continue the jaghire without exacting any nuzzur.

ARTICLE 6.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated within the lands of government, shall be continued without obstruction as they have heretofore been continued. You will continue all rights within your jaghire, whether belonging to the State or individuals, all doomala, surinjam, and enam villages, and lands, all wurshasuns (or annual pensions), dhurmadao (or religious establishments), rozeenah, (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., in conformity to the list contained in the grant of your surinjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any should act improperly, or be without heirs, you shall report to the British, which has authority to punish and resume. If any zemindar should be guilty of rebellion or treason, or should resist your authority, or die without heirs, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt, at the same time reporting the matter to government, and receiving its orders regarding it, which shall be executed accordingly.

ARTICLE 7.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, tullee, arsons, and other crimes. Should that not be done, and the government gives orders regarding any complaint made in your jaghire, you

will act accordingly in the settlement of the matter. Any decision of government regarding the administration of justice which may be made on investigation must be duly executed. If any obstruction should be offered, or should the country fall into great disorder, and robberies and other offences begin to be committed, the government will make such arrangement for the surinjamee lands as it may deem proper.

ARTICLE 8.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE 9.

You shall hold no connexion or correspondence with Bajee Rao or other dowlutdar, or suwasthan, as proclaimed by government, and shall afford aid to no disaffected person. This condition is hereby engaged for, and if infringed, the jaghire will not be continued.

ARTICLE 10.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the government, or criminal belonging to its territories, seek refuge in your country, he shall be apprehended and delivered up, and if pursued by the government officers, you shall afford every assistance in delivering up such offender.

ARTICLE 11.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them. You shall in no respect suffer injury.

The above 11 Articles are agreed to this 27th December, 5th Rubbee-ool-Awul; Poonah.

VIII—SAWANTWARI (SAVANTVADI).

The Sawants were hereditary deshmukhs of Wari near Goa. They are of the Bhonsla family; and are still styled by that name. The family is an old one, but the first Chief of note was Khem Sawant, who in 1707 received from Sahuji, the successor of Shivaji, a deed confirming him in his possessions in full sovereignty, and assigning to him, conjointly with the Chief of Kolaba, half the revenues of the Salshi Mahal.

The first Chief with whom the British Government formed relations was his nephew Phond Sawant, who succeeded in 1709. The Treaty (No. CIV), which was concluded in 1730, was offensive and defensive against Kanhoji Angria, the piratical Chief of Kolaba. Phond Sawant was succeeded in 1738 by his grandson, Ramchandra Sawant, and he in 1755 by his son Khem Sawant, who ruled for forty-eight years. The rule of Khem Sawant was one long war with various Maratha Chiefs, particularly the Raja of Kolhapur, and with the Portuguese, in the course of which he lost some of his best districts. His piracies provoked the British Government, who in 1765 sent an expedition against him, and captured the fort of Reri, which they named Fort Augustus. The fort, however, was restored on his subscribing a treaty, dated the 7th April 1765 (No. CV), by which he ceded all the lands between the rivers Karli and Salshi from the sea to the foot of the hills, and bound himself to pay a lakh of rupees for the expenses of the expedition; to allow free trade; and to permit the British to build a factory in his territories. The treaty was not observed, and the following year another (No. CVI) was concluded. By this treaty Khem Sawant ceded the fort of Vingorla for thirteen years, or for such further time as the indemnity should remain unpaid.

Khem Sawant died in 1803 without male issue, and there ensued a civil war regarding the succession. In 1805 the war terminated by the widow of Khem Sawant adopting Ramchandra Sawant, or Bhau Sahib, who was murdered in 1807. He was succeeded by Phond Sawant, who ruled till 1812, under the regency of Durga Bai, second widow of Khem Sawant. Shortly before his death, in consequence of repeated piracies committed by his subjects, a Treaty (No. CVII) was negotiated in 1812 with him for the suppression of piracy. He was required to cede the fort of Vingorla, and to promise to cede the forts of Reri and Neoti, if piracies were committed in future. All vessels leaving Neoti were subjected to search by the British authorities. To this treaty it was proposed to add supplementary articles, ceding absolutely the forts of Reri and Neoti, and binding the Raja to abstain from hostilities with other States, and to refer all

disputes to the arbitration of the British Government, who, on their part, were to guarantee the territories then in the Raja's possession against the aggression of all foreign powers. But as the terms of these articles were believed to interfere with some supposed claims of the Peshwa to supremacy over Sawantwari, the negotiations were never prosecuted to a conclusion.

On the death of Phond Sawant, his son, Khem Sawant, succeeded, Durga Bai being again regent. She commenced her rule by forcibly occupying the forts of Bharatgarh and Narsingarh, which had been wrested from Sawantwari a few years before by the Raja of Kolhapur, the integrity of whose territories the British Government were by a recent treaty bound to defend. The Rani rejected all proposals for an amicable adjustment of the dispute, and Sawantwari was therefore declared to be in a state of war. The districts of Maland and Varad, interlaced with the territory in Malwan, which had been ceded to the British Government by Kolhapur, were seized, and preparations were made for the invasion of Sawantwari. Hostilities, however, were suspended in consequence of the anarchy which prevailed in Sawantwari, arising out of disputes between Durga Bai, supported by Sambhaji Sawant, and another Rani, Dadi Bai, supported by Chandroba. The latter wished to place in power a person pretending to be the Bhau Sahib, who, they alleged, had not been murdered in 1807. Durga Bai was reduced to great difficulties, and offered to adjust all causes of quarrel if the British Government would support her cause. Interference, however, was declined. In the meantime the Chiefs who headed the rival factions seized forts and plundered on their own account. Their depredations extended to British territory. During the war with the Peshwa also, Durga Bai, who had again recovered much of her former power, threatened the invasion of British territories, and did what she could to support the Peshwa's cause. The depredations committed in British territory did not cease even after the overthrow of the Peshwa; and it was found impossible longer to postpone hostilities with Sawantwari. A force was marched into the country, and terms were offered after the capture of the forts of Yashwantgarh or Reri and Neoti. Meanwhile Durga Bai had died, and the regency had been assumed by the two Ranis, Savitri Bai and Narmada Bai, the surviving widows of Khem Sawant. The terms offered were readily accepted, and a Treaty (No. CVIII) was concluded on the 17th February 1819, by which the British Government agreed to protect the State of Sawantwari; and the regency acknowledged the British supremacy; agreed to abstain from political intercourse with other States; to deliver up to the British Government persons guilty of offences in British territory; to cede the whole line of sea-coast from the Karli river to the boundaries of the

Portuguese possessions; and to receive British troops into Sawantwari. In consideration of the readiness with which these terms were accepted, a portion of the territory which had been ceded to the British Government, yielding a net revenue of Rs. 30,000, was by Treaty (No. CIX) restored in the following year.

In 1820 three engagements were mediated between the Kolhapur and Sawantwari Darbars. The first (No. CX) regulated the amount of revenue to be paid to the fort of Rangna from the district of Mangaon; the second (No. CXI) fixed the revenue payable to the fort of Manohargarh from the district of Manohar; and the third (No. CXII) transferred the village of Sivapur from Sawantwari to Kolhapur, in exchange for another village. The revenue assignments for the forts were, in 1822, commuted to a money payment of Pirkhani Rupees 7,834-6-8 to Kolhapur. But in 1826 a tract of country yielding the above amount was transferred to Kolhapur by the British Government, and thereafter the money payment was made by Sawantwari to the British Government.

In 1846 the fort of Manohar and the possessions appertaining thereto below the Ghâts were transferred from the Kolhapur State to Sawantwari for control and management. In 1863 all pecuniary and territorial claims of Kolhapur connected with that fort and certain villages of the fort of Prasidhgarh were settled, and in lieu thereof a fixed sum of Rs. 3,898-10-2 is annually paid by the Sawantwari State to Kolhapur.

Khem Sawant was entrusted with the administration of the State in 1822. His affairs soon got into disorder, and in 1830, and again in 1832, he received the assistance of British troops to suppress rebellion. On the latter occasion he was required to execute a Treaty (No. CXIII); by which he bound himself not to remove his minister without the sanction of the British Government; to adopt such measures of reform as the British Government might sanction; and to pay the cost of any troops required for the settlement of his affairs. In 1838 the Chief transferred (No. CXIV) to the British Government the right to levy land and sea customs in Sawantwari, the British Government agreeing to pay him annually a sum equal to the average amount realised in the three preceding years.

The mismanagement of the country under Khem Sawant was in no way lessened by the measures adopted under these treaties; and the Sardars of the State became almost independent of his authority. In 1838, therefore, the British Government assumed the management of the country with the consent of the Chief (No. CXV). Several times the turbulent Sardars rebelled, and attempted to throw off the control of the British Government,

more particularly in 1839 and 1844; but the outbreaks were suppressed, and the country has since remained quiet.

In 1845 the Sawantwari mint was suppressed and British coinage introduced.

In 1857 no attempt was made to disturb the peace. Khem Sawant, who had received the right of adoption in 1862 (No. XLIII), died in October 1867, and was succeeded by his son, Phond Sawant or Anna Sahib. Phond Sawant had joined the rebels in 1844, and after the suppression of the disturbances found a refuge at Goa. He was subsequently allowed to return to Sawantwari, but was declared to have forfeited his position as heir to the gadi. In 1861, however, he was pardoned and recognised as heir to the Chiefship, on the condition that the debt due to the British Government, on account of the expenses incurred in putting down the insurrection in 1844, should be cleared off, and that nazarana of a year's revenue should be paid on the succession of Phond Sawant, who should then enter into an agreement to protect his subjects and pay for the expense of a British Agent and his establishment. The debt, amounting to more than 5½ lakhs of rupees, was paid off in 1862, and on the accession of Phond Sawant in 1867 the prescribed nazarana was levied. The incapacity of the new Chief made it necessary to impose more stringent restrictions on his independence of action than had been contemplated in 1861; he was, therefore, required, among other stipulations, to accept the scheme of administration which had been introduced by British authority; to refrain from making any organic changes, except with the previous approval of Government; and to submit for the approval of the British Government the names of any person whom he might wish to nominate as minister or secretary. Anna Sahib died in March 1869 before the conclusion of the formal agreement which it had been proposed to take from him. He was succeeded by his only son, Raghunath Sawant, who was not installed owing to his misconduct and incapacity. He died in December 1899, and was succeeded by his cousin, Sri Ram Sawant Bhonsle, the present Sar Desai, on the 7th June 1900, on payment to the British Government of a nazarana of Rs. 1,96,458-8. He was born on the 19th October 1871, but has not yet been entrusted with powers, and the administration is carried on by the Political Agent in the name and under the seal of the Sar Desai.

The area of Sawantwari is 925 square miles; the gross revenue, Rs. 4,66,402; and the population, by the census of 1901, 217,732.

The Sawantwari local corps, which has a sanctioned strength of 250 men

of all ranks, was raised in 1839. The Political Agent is the commandant, and he has under him one European officer, who is also *ex-officio* Assistant to the Political Agent. The State possesses (1905), in addition, 2 serviceable guns.

Sawantwari is liable to the operation of the nazarana rules.

The Chief is entitled to a salute of 9 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

No. CIV.

ARTICLES of PEACE and FRIENDSHIP agreed on and concluded by ROBERT COWAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, and BAPAJEE NAIQUE, CHIEF COMMANDER at SEA for PONDESAUNT SARDESAY of CUDDALL, for and in behalf of the said SARDESAY,—1729-30.

ARTICLE 1.

That there shall henceforward for ever be a firm peace and friendship betwixt the said Honourable English East India Company, their servants and subjects, and the said Sardesay, his subjects, and vassals, by land and sea, under the following conditions:—

ARTICLE 2.

That in case the fleet of the said Sardesay shall, at any time, meet at sea any ships or vessels under English colours, whether of war or merchandize, they shall not molest them, but on discovery that they belong to the English, give them all the assistance they can; and in case of meeting with a single vessel, they shall not, after showing her colours, chase her with more than one gallivat, to be certainly informed that she is really English; in like manner, when the vessels of war of the said Honourable Company shall meet at sea the fleet or vessels of the said Sardesay, they shall permit them to pass unmolested on showing their colours, and sending a gallivat or other small embarkation to certify who they are.

ARTICLE 3.

If at any time, through stress of weather, or any other accident, any vessels belonging to the English should be drove ashore and shipwrecked in the ports or territories of the said Sardesay, they shall not be forfeited; on the contrary, all aid and assistance shall be given the people belonging to them in saving and preserving the said vessels and their cargoes, and free liberty granted to transport or dispose of what is so saved, as they shall think proper, without paying any salvage, custom, or duty whatever for the same; and the like shall be observed with all vessels belonging to the subjects of the said Sardesay that shall meet with the like misfortune in the ports or territories of the said Honourable Company.

ARTICLE 4.

The ports, places, and settlements of the said Honourable Company and the said Sardesay shall be free and open to the subjects and servants of both to navigate and trade in on paying the respective duties that are usually paid at the said ports and places, or that shall be hereafter stipulated and agreed on.

ARTICLE 5.

The sons of Canojee Angria being professed enemies to the Honourable Company and the said Sardesay, it is agreed that the joint endeavour of both shall be exerted to destroy the said enemy, the Honourable Company by their vessels of war by sea distressing them as much as possible, and the Sardesay both by land and sea as much as in his power; and when a proper opportunity offers, the said President and Governor, in behalf of the said Honourable Company, promises to give the said Sardesay what assistance he can to destroy the said enemy by uniting one or more of the Honourable Company's vessels of war with the fleet of the Sardesay, the better to obtain the end desired; but in case of such an union of the marine force of both parties, the chief command of the united force shall remain to the English Commander.

ARTICLE 6.

That the Honourable Company shall supply the Sardesay with such artillery and warlike stores as he may want, and they can conveniently spare at reasonable prices.

ARTICLE 7.

That these Articles agreed on and concluded shall be exchanged and ratified by the said President and Governor under the seal of the said Honourable Company, and by the said Sardesay under his proper seal, in six months from the date hereof, or sooner if opportunity offers.

Done in Bombay Castle, the 12th day of January 1729-30.

Ratified by the Governor of Bombay on 17th April 1730.

No. CV.

ARTICLES of AGREEMENT with the BHONSLA, concluded at the FORT at RAREE, the 7th April 1765.

ARTICLE 1.

There shall be perpetual peace and friendship re-established between the Honourable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of peace, Khem Sawunt, the Bhonsla, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

ARTICLE 2.

The Bhonsla renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers of

Karlee and Salsee from the sea-shore up to the foot of the ghauts, which he cedes and guarantees to the Honourable Company in full right, and will put them in possession of the same, as likewise the sovereignty of the said river and the islands therein; but the Bhonsla requests and hopes the Honourable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him, either in money or Europe staples, or in grain. In consideration of his agreeing to and fulfilling the 10th Article, the Honourable Company, on their part, renounce all pretensions to the lands, rents, revenues, and tributes, which now or heretofore did pay obedience, rents, or tributes to the Malwans in any part of this country to the south of the river Karlee, and cedes and guarantees the same in full right to the Bhonsla.

ARTICLE 3.

The Bhonsla agrees to pay to the Honourable Company one lakh of Rupees as the restitution for the expenses they have been at during the trouble subsisting between the contracting parties; half to be paid in eight days from the time in which this Treaty is concluded, Rupees 25,000 within 12 months of this date, and the remainder Rupees 25,000 within three years from the date hereof.

ARTICLE 4.

The Bhonsla will not, by any menaces or otherwise, directly or indirectly deter the inhabitants of the different districts or villages ceded to the Honourable Company from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

ARTICLE 5.

The English subjects and the subjects of the Bhonsla shall have free liberty of trade and commerce with each other without any hindrance or molestation.

ARTICLE 6.

The Bhonsla will permit the Honourable Company to build a factory or factories on any part of his territories adjacent to the sea-shore for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, or seize their effects, and vend them till satisfaction is obtained.

ARTICLE 7.

The Bhonsla grants to the Honourable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe

cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

ARTICLE 8.

The Bhonsla will allow all merchants or vanjarrahs free liberty to pass and repass his territories to and from Fort Augustus with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed duties and no more on any pretence whatever.

ARTICLE 9.

The Bhonsla agrees to deliver up all the effects which have been carried away from Fort Sundero in the Malwan gallivats, with guns and all kinds of stores belonging to them, if any such can be proved to be in his possession now or at any other time.

ARTICLE 10.

If Jeejaboy Maharajah, the Ranee, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants or vanjarrahs from passing the ghauts, and the Honourable Company should find it necessary to attack her, in such case the Bhonsla agrees to assist and aid the Honourable Company with his whole force, and furnish a sufficient number of draught and pack oxen to carry ammunition, provisions, and stores.

ARTICLE 11.

The Bhonsla shall not keep any fleet, or have any vessels or gallivats equipped for war.

ARTICLE 12.

If ever the Honourable Company should think proper to demand of the Mahrattas the lands in the districts of Salsee, which formerly belonged to the Malwans, that in such case they will likewise demand for and on behalf of the Bhonsla the lands in the said districts formerly belonging to him: the Bhonsla to pay an adequate share of the expenses that may accrue to the Honourable Company in making these demands.

ARTICLE 13.

The fort of Mussoora, with all the guns, shot, carriages, and stores therein, shall be delivered up to the Honourable Company, in its present situation, within eight days from this date; in lieu whereof the Honourable Company shall at the same time deliver up to the Bhonsla the fort of Raree, with all guns and carriages found on the walls when conquered by the English.

ARTICLE 14.

The Bhonsla will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any Europeon deserters to pass through his districts, but, on the contrary, give strict orders to all his officers to seize such as may be seen in his dominions, and return them to the Chief of Fort Augustus on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Bhonsla ; and slaves to be returned on both sides.

ARTICLE 15.

If any vessels or boats belonging to the English, their subjects or dependants, shall at any time be drove ashore, or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part thereof may be saved to be delivered up to their right owner without any salvage whatever, except the labourers' hire ; the English on their parts to observe the same in respect to the vessels belonging to the Bhonsla.

ARTICLE 16.

If at any time the Bhonsla should have occasion for powder and ball and military stores, the Honourable Company will supply him with what they can spare at the usual rates.

ARTICLE 17.

The Honourable Company agree, if convenient to them, to furnish the Bhonsla with troops to go against his and their enemies.

ARTICLE 18.

The Bhonsla agrees to fulfil the first, second, third, and thirteenth Articles within eight days from the signature of this Treaty ; in default of which, he agrees to pay all the charges of maintaining the garrison of the fort of Raree till they are fulfilled, at which time the Honourable Company will deliver up the fort of Raree.

ARTICLE 19.

In witness of these Articles of agreement between the contracting parties, we the underwritten agents and ministers plenipotentiary have signed with our hands, and in their name, and in virtue of our full powers, the present definitive Treaty, and have caused the seals of the Honourable Company and the Bhonsla to be put thereto.

Done at the Fort of Raree, the 7th day of April 1765.

No. CVI.

ARTICLES of AGREEMENT made and entered into by and between the HONOURABLE UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES and KHEM SAWUNT, the BHONSLA, concluded at the FORT RAREE, the 24th of October 1766.

ARTICLE 1.

There shall be perpetual peace and firm friendship re-established between the Honourable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of peace, the Bhonsla agrees to send (should the Company require it) two hostages of note with their families to reside at Bombay, and to be maintained at his charge.

ARTICLE 2.

The Bhonsla agrees to pay the Honourable Company Rupees 2,00,000 as restitution for the expenses they have been at from the time the troubles subsisted between the respective parties, and maintaining the fort of Raree, Rupees 80,000 to be paid in three months from the 24th October 1766, that is, Rupees 50,000 the first month, and Rupees 30,000 within the three months; the remaining Rupees 1,20,000 to be paid in two years from said 24th of October 1766, at equal payments of Rupees 60,000 each year, for the performance of which the Bhonsla agrees to give Vittojee Commotim of Goa as security, and the amount to be paid in Peerkhaney and Hookarey Rupees, and as security to Vittojee, the Bhonsla agrees to lodge in the Honourable Company's hands two hostages by name Dowlut Delvie and Seuzam Bawah, who are to reside at Bombay, and to be maintained at his expense.

ARTICLE 3.

The Honourable Company, in consideration of the Bhonsla's fulfilling the foregoing Articles, do agree on the payment of the first sum, *viz.*, Rupees 80,000, to deliver him, the said Bhonsla, the fort of Raree, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

ARTICLE 4.

The Honourable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, etc., of what kind soever they may have brought here, and they do give up to the Bhonsla such guns and carriages as are here that were belonging to fort Raree.

ARTICLE 5.

Khem Sawunt, the Bhonsla, will permit the Honourable Company to build a factory, etc., with warehouses at Raree, at such place as may be most

convenient for them, at which place they will hoist their flag, or on any part of his territories adjacent to the sea-shore, for vending their commodities, and to keep there such servants and people, also vessels and boats, as they shall think necessary for conducting the same, and should any of the merchants or others, his subjects, become debtors to the English, they shall have free liberty to imprison their persons, seize their effects, and vend them till satisfaction is made and obtained.

ARTICLE 6.

The English subjects and the subjects of the Bhonsla shall have free liberty to trade and commerce with each other without any hindrance or molestation.

ARTICLE 7.

Khem Sawunt, the Bhonsla, will not directly or indirectly give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels or boats going under English convoys ; in like manner the English will not molest any boats or vessels belonging to Khem Sawunt, the Bhonsla, or his subjects, provided they have passes or certificates with the Bhonsla's seal affixed.

ARTICLE 8.

The Bhonsla grants to the English nation an exclusive right (except the Portuguese) of importing and vending all Europe commodities, as lead, iron, steel, cloths, copper, etc., in his country, and to pass the same through his territories.

ARTICLE 9.

Khem Sawunt, the Bhonsla, will allow all merchants or vanjarrahs free liberty to pass and repass his territories, to and from the English factory, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the accustomed duties and no more on any pretence whatever.

ARTICLE 10.

Khem Sawunt, the Bhonsla, will not entertain in his service any people belonging to the English, whether Europeans or others, but on the contrary give strict orders to his officers to seize such as may be seen in his dominions, nor suffer any European deserters to pass through his country but return them to the Resident of the English factory, whether they are applied for or not, on promise of pardon; the English will observe the same in respect to the subjects of the Bhonsla, etc., and slaves to be returned on both sides.

ARTICLE 11.

If any vessels or boats belonging to the English, their subjects or allies, or those trading under their protection, at any time be drove ashore or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part

thereof may be saved to be delivered up to the lawful owners without any salvage whatever, except the labourers' hire ; the English on their parts to observe the same in respect to any vessels belonging to Khem Sawunt, the Bhonsla.

ARTICLE 12.

Khem Sawunt, the Bhonsla, will not, by menaces or otherwise, directly nor indirectly plunder, or in any shape molest, the inhabitants or others that may have served or lived under the protection of the English during the time they were in possession of fort Raree, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Bhonsla's government subsisted before the English conquered this place. The least infringement of this Article will be highly resented by the Honourable Company.

ARTICLE 13.

Khem Sawunt, the Bhonsla, agrees, should the Honourable Company be attacked, and they should require his assistance, to provide them with what troops they may want, they supplying them with provisions only ; the Honourable Company in like manner agree to assist the Bhonsla should it be convenient for them.

ARTICLE 14.

Khem Sawunt, the Bhonsla, in consideration of Vittojee Commotim's standing his security to the Honourable Company for the amount of this Treaty, does make over to the Honourable Company in his behalf, and for his use, the village and district of Vingorla, with all its carts, farms, rents, customs, etc., of any kind or sort whatsoever, for the term of 13 years, at which place the Honourable Company will hoist their flag and keep there such servants and people as they may think proper, and should Khem Sawunt, the Bhonsla, not have satisfied Vittojee Commotim for the amount of the Treaty at the expiration of the term of 13 years, the Honourable Company will continue to keep it in their hands until he has received full satisfaction, at which time it will be returned to Khem Sawunt, the Bhonsla, but the Honourable Company will still continue their factory if they think proper.

ARTICLE 15.

In witness of these Articles of agreement between the contracting parties, I, the underwritten Agent, for and in behalf of the Honourable United East India Company, and Khem Sawunt, the Bhonsla, for himself, have signed with our hands, and in virtue of our full power, the present definitive Treaty, and have caused the seals of the respective parties to be affixed thereto.

Done at Fort Raree this 24th day of October 1766.

(Sd.) THOMAS MOSTYN.

No. CVII.

ARTICLES of AGREEMENT concluded between the RAJAH PHOND SAWUNT BHONSLA BAHADOOR, SARDESAY of COODALL and its DEPENDENCIES, on the one part, and COURTLAND SCHUYLER, ESQ., CAPTAIN of HIS BRITANNIC MAJESTY'S 84th REGIMENT of FOOT, and BRITISH ENVOY at GOA, under instructions from the RIGHT HON'BLE GILBERT, LORD MINTO, GOVERNOR-GENERAL of BRITISH INDIA, on behalf of the HON'BLE EAST INDIA COMPANY, on the other part—1812.

ARTICLE 1.

There shall be perpetual peace and friendship between the Honourable Company and the Rajah Phond Sawunt Bhonsla and their successors and heirs for ever.

ARTICLE 2.

In order to the effectual suppression of the piracies which have hitherto been practised by the subjects of the Rajah Phond Sawunt Bhonsla, it is hereby agreed upon, on the part of the Bhonsla, that the fort of Vingorla and the battery of Gunaramo Tembe, with the port and proper limits thereof, shall be ceded in full right and sovereignty to the Honourable Company for ever, and the British troops shall be put in immediate possession of the same.

ARTICLE 3.

It is further agreed on the part of the Rajah Phond Sawunt Bhonsla that he will deliver up to the Honourable Company all gallivats, pattamars, and other vessels of every description that may hereafter be found equipped in a warlike manner, and that the same shall become lawful prizes to the Honourable Company.

ARTICLE 4.

It is further agreed upon on the part of the Rajah Phond Sawunt Bhonsla that no vessel of any description whatever belonging to the Sawunt Waree State shall be allowed to proceed to or from the port of Newty without first being examined by a person or persons who will be appointed for that purpose by the British authority, and also that a guard of British troops shall be stationed at the port of Newty for the same purpose.

ARTICLE 5.

It is also agreed upon on the part of the Rajah Phond Sawunt Bhonsla his heirs and successors, that if at any time hereafter any of his subjec

shall be guilty of piratical acts, the forts of Raree and Newty shall be given up to the Honourable Company in like manner with Vingorla.

ARTICLE 6.

It is further agreed on the part of the Honourable Company that as soon as the British troops shall be put in possession of the fort of Vingorla the blockading squadron shall be withdrawn, and the ports in the Sawunt Waree State shall be opened for the free trade of the subjects of the Honourable Company and the Rajah Phond Sawunt Bhonsla.

ARTICLE 7.

British merchants shall be allowed the free liberty of passing and repassing the territories of the Rajah Phond Sawunt Bhonsla with their effects, merchandizes, carriages, and beasts of burden upon paying the same land tolls as paid by the natural subjects of the Rajah, and no more upon any pretence whatever.

ARTICLE 8.

The British troops and subjects residing within the territory of the Rajah Phond Sawunt Bhonsla shall not be obliged to pay a greater price for the produce of his country than the natural subjects of the Rajah.

ARTICLE 9.

That British subjects residing within the territories of the Rajah Phond Sawunt Bhonsla shall be solely amenable to the British authority, and any offences they may commit shall, on a representation from the Rajah to the officer commanding, be duly attended to; and the like to be observed on the part of the British towards the subjects of the Rajah.

ARTICLE 10.

All military stores of every denomination, and all supplies of provisions and Europe articles imported for the use of the British officers and troops residing in the Sawunt Waree State, to be allowed to pass duty free.

In witness hereof, we the undersigned Rajah Phond Sawunt Bhonsla Bahadoor, Sardesay of Coodall and its dependencies, and Courtland Schuyler, Esq., Captain in His Britannic Majesty's 84th Regiment of Foot, and British Envoy at Goa, have signed the present Agreement, and have caused our respective seals to be set thereto.

Done at the village of Mardoor, in the district of Santaida, Sawunt Waree State, on the 3rd day of October 1812.

Additional Article.

It is further agreed upon that private property of every description belonging to subjects of the Rajah Phond Sawunt Bhonsla within the limits

of the fort of Vingorla and battery of Gunaramo Tembe ceded to the British shall be respected ; and further that the British authority will not afford its protection to any of the subjects of the Bhonsla who may be guilty of offences against the Sawunt Waree State ; the latter part of this Article to be observed by the Rajah Phond Sawunt Bhonsla towards British subjects.

The Company's Wafer Seal.

The Govr. Genl.'s Small Seal.

(Sd.) MINTO.
„ N. B. EDMONSTONE.
„ A. SETON.

Ratified by the Right Honourable the Governor-General in Council, at Fort William in Bengal, the 15th day of January 1813.

(Sd.) J. MONCKTON,
Persian Secretary to Government.

No. CVIII.

TREATY between the HONOURABLE EAST INDIA COMPANY and the REGENCY of SAWUNT WAREE on the part of RAJAH KHEM SAWUNT BHONSLA, settled by MAJOR-GENERAL SIR WILLIAM GRANT KEIR, K.M.T.; on the part of the BRITISH GOVERNMENT, and by RAJAH KHEM SAWUNT BHONSLA on the part of GOVERNMENT of SAWUNT WAREE, by virtue of full powers from the BRITISH GOVERNMENT, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WAREE, on the other,—1819.

ARTICLE 1.

There shall be perpetual peace and friendship between the British Government and the State of Waree.

ARTICLE 2.

The British Government engages to protect the principality and the territory of Sawunt Waree.

ARTICLE 3.

The Regency on the part of Rajah Khem Sawunt Bhonsla agrees to act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not have any connection with other Chiefs and States.

ARTICLE 4.

The Regency on the part of Rajah Khem Sawunt agrees not to enter into negotiations with any Chief or State without the knowledge or consent of the British Government.

ARTICLE 5.

The Regency on the part of Rajah Khem Sawunt Bhonsla agrees not to commit aggressions on any one; if by accident disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Rajah and his heirs and successors shall remain absolute rulers of the country, and the jurisdiction of the British Government shall not be introduced into that principality.

ARTICLE 7.

The Treaty of ten Articles concluded at Mardoor between Captain Courtland Schuyler and Rajah Phond Sawunt Bhonsla on the 3rd October 1812 is hereby confirmed; but Rajah Khem Sawunt Bhonsla, having perfect confidence in the justice of the British Government, agrees that if any of his subjects be guilty of crimes within the territories of the British Government, they shall be tried and punished by the officers of the British Government.

ARTICLE 8.

Whereas frequent depredations have been committed in the British territory by subjects of the State of Sawunt Waree, the Regency on the part of Rajah Khem Sawunt Bhonsla agrees never to employ in the service of the government of Sawunt Waree Sumbajee Sawunt or Babna Gopaul, the principal instigators of those depredations. The Regency further engages to deliver up to the British Government such of the perpetrators of those depredations as may be in their power to apprehend, and whose names have been given in by Major-General Sir William Grant Keir, K.M.T. It is further stipulated and agreed that all subjects of the State of Sawunt Waree who may in future be guilty of plundering the territories of the British Government, or any of its allies, are to be given up to the British Government to be punished according to the laws of that government; and in the event of the real criminals not being given up, the amount of

the property plundered is to be paid by the government of Sawunt Waree to the British Government.

ARTICLE 9.

The Regency on the part of Rajah Khem Sawunt Bhonsla cedes in perpetuity to the British Government the forts of Raree (Eshwuntghur) and Newty, together with the lands round those forts, which have hitherto belonged to their jurisdiction, comprehending the districts of Pant and Ajgaum, and the whole lines of sea-coast from the Karlee River to Vingorla, and from Vingorla to the Portuguese territory; and as Sumbajee Sawunt and Babna Gopaul are unable to reimburse the claims of the British Government, out of consideration to the Rajah Khem Sawunt Bhonsla, those claims are expressly relinquished on the part of the British Government.

ARTICLE 10.

As a further security against a renewal of the depredations committed by the subjects of the Sawunt Waree government, the Regency, on the part of Rajah Khem Sawunt Bhonsla, agrees to admit any British detachment that may be thought necessary by the British Government into any part of the territory of Sawunt Waree, and to afford it every assistance, seizing plunderers and freebooters.

Concluded at Majgaum, 17th February 1819.

(Sd.) WILLIAM GRANT KEIR,
Major-General.

The above Treaty, consisting of ten Articles, was agreed to by Rajah Khem Sawunt Bhonsla Bahadoor Sardesay, with the approval of Nerbudda Bai and Saveetree Bai.

Approved by the Governor-General of India in Council on 24th April 1819.

No. CIX.

ARTICLES of AGREEMENT stipulated and agreed upon between the HONOURABLE EAST INDIA COMPANY and the REGENCY of SAWUNT WAREE on the part of RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY of COODALL and its DEPENDENCIES, settled by CAPTAIN GIDEON HUTCHINSON in charge of the POLITICAL DUTIES, on the part of the BRITISH GOVERNMENT, and by RAJAH KHEM SAWUNT BHONSLA BAHADOOR, on the part of the GOVERNMENT of SAWANT WAREE, by virtue of full powers from the BRITISH GOVERNMENT, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WAREE, on the other—1820.

ARTICLE 1.

The British Government, in token of its friendship towards the Sawunt Waree State, and to evince that it demanded the cession of the Ajgaum and Pant districts, ceded by the Treaty concluded on the 17th February 1819, for the sole purpose of putting an effectual stop to the depredations committed in the Honourable Company's territories by the subjects of the Sawunt Waree State, does hereby restore to Rajah Khem Sawunt Bhonsla Bahadoor the Ajgaum and Pant districts (with the exception of the forts of Eshwuntghur (Raree) and Newty, and the villages forming the line of the sea-coast), and the undermentioned villages of the Boordavee district, in perpetuity, *viz.*, the inland villages of the Ajgaum district, Ajgaum, Asoolee, Manoos, Urioundy, Tuhoanny, Terrawanny, Kenslay, and Gooldeway ; the inland villages of the Pant district, Pant, Tayndoolee, Chandwan, and Kurnathee ; and of the Boordavee district, the villages Wurroos, Kuswun, Wussurgaum, Hussaul, Koonday, Purvay, Kassurrul, and Gauree-warreetururdy.

ARTICLE 2.

It is expressly agreed, and it is stipulated on the part of the Regency, for and in behalf of Rajah Khem Sawunt Bhonsla Bahadoor, that no person of, or belonging to, the abovenamed places, and others that may be hereafter given on any account or cause whatsoever, shall be responsible, or punished for any acts committed or done by orders, or sanction, or cognizance of the Honourable Company prior to the date of their being delivered to the possession of the Sawunt Waree State.

The above Treaty, consisting of two Articles, was agreed to, and concluded by, Rajah Khem Sawunt Bhonsla Bahadoor, Sardesay of Coodall and its dependencies, with the approval of Nerbudda Bai and Saveetree Bai, at Sawunt Waree, the 7th day of February 1820, corresponding to Thursday, the third of Rubbelaker, in the year Soorsun Ashreen Myatein-wu-Ulf.

(Sd.) G. HUTCHINSON, *Captain,*
In Charge, Political Duties.

NOTE.—The above Treaty was confirmed by the Bombay Government on the 9th March 1820.

NO. CX.

AGREEMENT made and concluded by CAPTAIN GIDEON HUTCHINSON on the part of the HONOURABLE EAST INDIA COMPANY, RAJESOREE RAMCHUNDRA PANT MALHAR and BUCHAJEE ANUNT on the part of the CURVEE DURBAR, and RAJESOREE VISNOO BHUT MAYRWANKUR, NARORAM PANTGAMKUR on the part of the WAREE DURBAR, establishing the revenue payable to the FORT of PURSADHGHUR or NANGNAY from the DISTRICT of MAUNGAUM, south of the COODAL RIVER; SAWUNT WAREE, 16th March 1820.

	GRAIN.			Total.	Cash.	Total.
	Coomla.		Impost.			
	Suat Crop.	Geemrias Crop.	Maimey Khoree.			
					Rs. a. p.	*Rs. a. p.*
Manugaum . .	30 1 0	5 0 0	.....	35 1 0	.....	.....
Jharap . .	1 0 0	.....	.....	1 0 0	.....	.....
Nanayhe . .	4 1 0	1 0 0	0 1 0	5 2 0	15 0 0	15 0 0
Baunurday . .	2 0 0	0 2 0	.....	2 2 0	.....	.....
Salgaum . .	5 1 0	1 1 0	.....	6 2 0	.....	.....
Total fifty churrays and two carideys .				50 2 0	15 0 0	15 0 0

The payment of the grain and cash to be made according to ancient usage.

(Sd.) G. HUTCHINSON, *Captain*,
In Charge, Political Duties.

No.

Agreement made and concluded by Captain Gideon Hutchinson on the part Mulhar and Buchajee Anunt on the part of the Curveer Durbar, and the part of the Waree Durbar, establishing the revenue payable to 6th March 1820.

	GRAIN.					
	Coomla.		Impost.			Total.
	Surd or Monsoon Crop.	Gumas Crop.	Sur Daysh-mookhee.	Dohahya.	Mal Moykhooree.	
Seerseengay	12 0 0	0 0 10	0 2 8½	1 0 17	2 0 0	15 3 15½
Wurlay	21 0 0	0 2 10	1 0 6½	2 0 13	2 2 0	27 1 0½
Kulmeest	14 0 0	0 0 0	0 2 16	1 1 12	2 0 0	18 0 8
Wowulleeya	6 0 0	0 0 0	0 1 4	0 2 8	1 2 0	8 1 12
Daywasoo	6 0 0	0 2 0	0 1 6	0 2 12	1 2 0	8 3 18
Parpolee	14 0 0	1 2 0	0 3 2	1 2 4	2 0 0	19 3 6
Kaysurree	21 0 0	1 2 0	1 0 10	2 1 0	2 2 0	28 1 10
Santolee	3 0 0	0 0 0	0 12	0 1 4	0 3 0	4 0 16
Buwulat	5 0 0	0 0 0	0 1 0	0 2 0	1 1 0	7 0 0
Danolee	3 0 0	0 0 0	0 0 12	0 1 4	0 3 0	4 0 16
Oopurwurr	10 1 0	0 2 10	0 1 3½	1 0 7	2 0 0	14 1 0½
Sangaylee	43 0 0	1 1 0	2 0 17	4 1 14	3 0 0	53 3 11
Kalaylee	23 0 0	1 2 0	1 0 18	2 1 16	2 2 0	30 2 14
Ambaygaum	11 3 0	0 2 0	0 2 9	1 0 18	1 2 0	15 2 7
Mahakholee	5 3 0	0 0 0	0 1 3	0 2 6	1 0 0	7 2 9
Kandoolee	6 0 0	0 0 10	0 1 4½	0 2 9	1 0 0	8 0 3½
Moray	10 2 0	0 0 10	0 2 2½	0 2 5	1 2 0	13 0 17½
Sewpore	7 0 0	0 1 15	0 1 9½	0 2 19½	1 0 0	9 2 4½
Wusolee	13 0 0	0 2 10	0 2 4½	1 1 9	2 0 0	17 2 13½
Wansee	4 2 0	0 0 0	0 0 18	0 1 16	0 2 0	5 2 14
Sankurrur	4 2 0	0 0 5	0 0 18½	0 1 16½	0 2 0	5 2 19½
Total three hundred and twenty four bhurrays one candy and five kooroons						324 1 5

The cash payments to be in the following mode:—Five annas in every Rupee in the month of Shrawun; in every Rupee in the month of Cheitree. The payments in grain in the following mode:—The surd rice in the Veshak; and the Condolee measurement. One quarter of the Coomla grain to be paid at the village of Seevapore failure of the crop a survey by both parties is to be made and division made accordingly to it, and the respective and within thirty days after the receipt of the order at the villages the above payments are to be made. In quarters per bhurray, and in failure of the payments above ten kooroons per bhurray to be added to the amount mamlutdar and others under the fort of Munohur, bearing date in from the month of Asween last to the present failure of the crop, is to be of no effect. The grain and cash as above written are year by year to be paid to the quantity of grass upon each burray of the Coomla to be (182) one hundred and eighty-two bundles, the excepting in the village Seevapore. In exchange of Seevapore the village of Ambaygaum is given.

Finally signed and concluded this 24th day of March 1820.

CXI.

of the Honourable East India Company, Rajesoree Ramchundra Punt Rajesoree Vushnoo Bhut Mayrwankur and Naroram Pantgamkur on the Fort of Munohurghur from the District of Munohur, Sawunt Waree.

CASH.									
IMPOST.									TOTAL.
Nukthab or fixed sum.	Mushut puttee.	Phanus.	Bojay Dust.	Troop.	Kagud Baha.	Khood Mussulla.	Havildar Dussara.	Carcoonee.	
10 2 2	3 0 0	4 1 0	4 0 0	9 0 0	1 2 0	1 1 0	0 3 0	12 0 0	46 1 2
15 1 0	5 1 0	4 0 0	4 2 0	15 3 0	2 0 0	2 0 0	1 1 0	21 0 0	71 0 0
10 2 1	3 2 0	5 0 0	4 0 0	10 2 0	1 2 0	1 2 0	1 0 0	15 0 0	52 2 1
2 0 2	1 2 0	2 0 0	2 0 0	4 2 0	1 0 0	1 0 0	0 3 0	6 0 0	20 3 2
2 0 2	1 2 0	2 0 0	2 0 0	4 2 0	1 0 0	1 0 0	0 3 0	7 0 0	21 3 2
10 2 1	3 2 0	4 0 0	4 0 0	10 2 0	1 2 0	1 2 0	1 0 0	14 0 0	50 2 1
10 2 1	5 1 0	5 0 0	5 0 0	15 3 0	2 0 0	2 0 0	1 1 0	21 0 0	67 3 1
2 0 1	0 3 0	2 0 1	2 0 0	2 1 0	1 0 0	1 0 0	0 2 0	4 0 0	15 2 2
4 1 0	1 1 0	4 0 0	4 0 0	3 3 0	1 2 0	1 2 0	0 3 0	5 0 0	26 0 0
2 0 1	0 3 0	2 0 1	2 0 0	2 1 0	1 0 0	1 0 0	0 3 0	4 0 0	15 3 2
8 1 0	2 2 0	3 0 0	3 0 0	7 2 3	1 2 0	2 0 0	0 3 0	10 0 0	38 2 3
23 1 2	10 3 0	...	5 0 0	32 1 0	3 0 0	3 0 0	2 0 0	40 0 0	119 1 2
19 2 3½	6 3 0	5 0 0	5 0 0	17 1 0	1 2 0	2 0 0	1 0 0	25 0 0	83 0 3½
6 1 3	3 0 0	2 2 0	2 1 0	9 0 0	1 0 0	1 2 0	0 2 0	12 0 0	38 0 3
2 0 2	1 2 0	2 0 1	3 0 0	4 1 1	1 0 0	1 0 0	0 2 0	7 0 0	22 2 0
1 0 1	1 2 0	1 2 0	1 2 0	4 2 0	1 0 0	1 0 0	0 2 0	6 0 0	18 2 1
5 1 1	2 2 2	3 0 0	3 0 0	7 3 2	1 0 0	1 0 0	0 2 0	12 0 0	36 1 1
8 1 0	1 3 0	2 0 0	1 2 0	5 1 0	1 0 0	1 0 0	0 2 2	8 0 0	29 1 0
8 0 0	3 1 0	3 0 0	3 0 0	9 3 0	1 2 0	1 2 0	0 3 0	15 0 0	45 3 0
2 0 2	1 0 2	1 0 0	0 3 0	3 1 2	0 2 0	0 2 0	0 2 0	5 0 0	14 3 2
1 0 2	1 0 2	1 0 0	0 3 0	3 1 2	0 2 0	0 2 0	0 2 0	5 0 0	13 3 2
				Total eight hundred and forty nine Rupees two and a half annas .					849 0 2½

four annas in every Rupee in the month of Asseen ; four annas in every Rupee in the month of Pous ; three annas month of Kartick ; the Wurree and Natchnee grain in the month of Pous ; the Geemwas rice in the month of in the kothie admeasurement ; the remainder in the several villages in the Adonay measure. In the event of shares of the Kolhapore and Waree States The revenue orders are to be issued on the 1st of the above months default of the non-issue of the revenue orders the payment to be made in cash at the rate of eight Rupees and two payable. All bonds or other papers on account of the current or past year's revenue taken by or being with the date, are hereby null and void. The article pointing out that both Durbars were to make a survey in case of a fort of Monohur ; the villages, when wholly uncultivated, are to be exempted, and the revenue remitted. The commutation rate rupees one and three quarters per thousand. The Waree Durbar to exercise the sovereignty

(Sd.) G. HUTCHINSON, *Captain,*
In charge of Political Duties.

No. CXII.

AGREEMENT for the TRANSFER of the VILLAGE of SEEVAPORE TO THE KOLHAPORE DURBAR,—1820.

The Vakeels of the Kolhapore Durbar having proposed that the Waree Durbar should relinquish their right of sovereignty in the village of Seevapore for the following reasons:—

1st.—That the village for the last thirty years had been under the complete authority of the fort of Monohurghur.

2nd.—That the lands are cultivated and the village mostly inhabited by the garrison of Monohurghur.

3rd.—The extreme probability of immediate and never-ending disputes between the soldiers of both States from the irritated feelings entertained by each.

4th.—That as the Government granary is to be situated in that village, it would be highly desirable that the Kolhapore officers should be exempted from foreign jurisdiction.

5th.—That as the village was close under the fort, the presence of a guard from Sawunt Waree would be detrimental to the safety of the fort.

The Waree Durbar had no objection if the subjoined arrangements were acceded to:—

ARTICLE 1.

That as the sovereignty was to be relinquished *in toto*, it was desirable the Kolhapore Durbar should also relinquish its rights and claims to a village.

ARTICLE 2.

That as the village of Seevapore was esteemed of importance to the safety of the fort, they, in an equal degree, held in similar importance the village of Ambaygaum.

ARTICLE 3.

That the ancient village receipts of the revenue from Seevapore to the Waree State, and store of Ambaygaum to the Kolhapore State, should be the basis of the exchange in adjusting the revenue.

The difference on examination of the ancient village records is none or little.

The Kolhapore revenue from Ambaygaum being bhurrays 7-1-0, and Rupees 13-1-3.

The Waree revenue from Seevapore being bhurrays 7-0-0, and Rupees 26-0-0½.

The difference by the present agreement is thus :—

The Waree Durbar relinquishes its revenue from Seevapore.

Grain bhurrays 4-3-12½, Rupees 28-3.

The Kolhapore Durbar relinquishes its revenue from Ambaygaum.

Grain bhurrays 15-2-7, Rupees 38-3.

An excess only of bhurrays 10-2-13 in lieu of the advantages of the sole sovereignty and jurisdiction of the Seevapore.

In avoidance of the future disputes the above arrangements were made and concluded.

SAWUNT WAREE, *The 24th March 1820.*

(Sd.) G. HUTCHINSON, *Captain, In Charge, Political Duties.*

No. CXIII.

SUBSTANCE of a MEMORANDUM of RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY PRANT COODAL and MEHALS; Soosun Shullasheen Myatein-wu-Ulf,—1832.

My country has been thrown into disorder and confusion more than once through my own misconduct, and the Honourable Company now, at my request, undertakes to restore my authority. I therefore engage to act up to the following conditions, on which alone the assistance of the Honourable Company is extended to me:—

ARTICLE 1.

I will appoint Vittul Rao Mahadeo Suchness, my karbarree, to manage the affairs of my State, and I will not remove him without the consent of the British Government.

ARTICLE 2.

Whatever measures of reform for the reduction of my expenses or those of my State, and whatever arrangements for the satisfaction of those whom my misgovernment has rendered discontented, the said karbarree may advise, and the British Government may sanction, I will authorize and act up to, and enforce, and I will offer no obstructions whatever, and I will engage to the utmost of my ability and power always to support the said minister in the discharge of the duties entrusted to him.

ARTICLE 3.

If I fail in either of these conditions I shall have deservedly forfeited the friendship and confidence of the British Government, with whom it will then remain to make a suitable arrangement for the State, preserving the musnud to my son according to the Treaty.

ARTICLE 4.

Whatever extra expenses are required on account of troops, or for any other causes relative to the settlement of the principality, I agree to defray.

The above four Articles I agree to; Chundree 2nd Shaban Oorf Posh Shud Tretiah Shekkah 1754, Nundunnam Suwuntsurre, 25th December 1832. The memorandum executed on the 19th instant did not contain the name of the karbarree appointed, in consequence of which this memorandum is drawn up and the first destroyed.

Seal

Approved by the Bombay Government on 15th January 1833.

NO. CXIV.

AGREEMENT entered into between ALEXANDER ELPHINSTON, ESQ., COLLECTOR OF ZILLAH RUTNAGHERRY, and UJUM RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY of PRANT COODALL, SUMSTHAN SOONDUR WARE (Sawunt Waree), dated 25th Jemmadee-ool-Akhir Soorsun Tissa Sullasseen Myatein-wu-Ulf (corresponding with the 15th September A. D. 1838).

ARTICLE 1.

Ujum Rajah Bahadoor does hereby renounce all claim to the sea and land customs, including the fee for stamping piece goods, which he has hitherto levied within as well as on the borders of the territory of the Waree Sumsthan; hereafter the Rajah Bahadoor has no claim to the abovementioned items of customs.

ARTICLE 2.

Ujum Rajah Bahadoor does hereby make over to the British Government the right of establishing nakas on the frontier of the Waree Umul, and the territory consisting of Perne and other mehals now held by the Portuguese of Goa, and of levying customs there, as also of levying sea customs at the port of Banda. The British Government can levy the customs according to its own rules, and in any manner it pleases, to which levy the Rajah Bahadoor is not to raise any objection on any account.

ARTICLE 3.

With the exception of the places mentioned in Article 2 of this agreement, the levy of land customs, including the fee for stamping piece goods at all other places in the Waree Sumsthan Umul, is abolished.

ARTICLE 4.

The British Government shall annually make a certain payment to the Rajah Bahadoor in lieu of the sea and land customs, including the fee for stamping piece-goods, which the Waree Sumsthan hitherto levied, and of the huks which the hukdars received direct, after examining the collections for the three years, *viz.*, 1834-1835, 1835-1836, and 1836-1837, and after fixing the average, or a third of the total thereof, the amount of the average shall be annually paid to the Rajah Bahadoor.

ARTICLE 5.

The Rajah Bahadoor having signified his wish to the British Government that articles imported from Goa for his own use, and for the use of his durrukdars, might be exempted from customs as long as the customs did not exceed Rupees five hundred, the British Government complied with the request ; and with a view to avoid constant trouble the British Government agrees to pay annually to the Rajah Bahadoor, on account of the remission, a sum of Rupees five hundred in cash in addition to the amount of average alluded to in Article 4, and therefore the Rajah Bahadoor is not to raise any dispute on account of the above exemption.

ARTICLE 6.

If the British Government should give orders to re-establish the levy of land customs in its own dominions, the Rajah Bahadoor is at liberty to levy customs within his territory at all land nakas, with the exception of the abovementioned nakas, on the Waree and Goa frontier and seaports, which have been made over to the British Government for the purpose of establishing nakas. If the British Government should not issue orders to levy land customs in its own dominions, the Rajah Bahadoor is not at liberty to levy them within his own territory. But should a decision (for levying) be passed (by the British Government), then the difference between the average of the customs of the frontier and seaport nakas, and the average agreed to be paid to the Rajah Bahadoor in Article 4, that is, the average of the customs of the nakas at which the Rajah Bahadoor may commence levying customs, is not to be paid to him by the British Government.

The above are the six Articles agreed upon.

Dated 25th Jemmadee-ool-Akhir (15th September A.D. 1838).

Small Seal of the Waree State.

Confirmed by the Bombay Government on the 12th October 1838.

No. CXV.

TRANSLATION of a LETTER from the CHIEFTAIN of SAWUNT WAREE, to RICHARD SPOONER, POLITICAL SUPERINTENDENT of SAWUNT WAREE, dated 15th September 1838.

You have come to Waree and represented to me that my country is sorely vexed by the depredations of lawless rebels, and that the finances of the State and also other matters are in great disorder; that therefore, under instructions from the Bombay Government, you had come to Waree, and that, until you had settled the country and made good arrangements with respect to all affairs of the State, you intended to have the entire management of my country and issue every order respecting it through the Minister Moro Punt Leleh, and you asked me whether I had any objections to the measure.

In reply I beg to observe that great friendship has from olden time existed between the Honourable Company's and my government; and in order that my State may not sustain any loss, and may eventually be made over to me again in the same manner as I have hitherto enjoyed it, your government have sent you here to settle the country, and you have explicitly explained to me the measures which they intend to adopt, and that you intend to have the entire management of the country until it is settled and brought into good order.

By the adoption of the above measure my State will not sustain any loss, therefore I am willing that you and the Minister Moro Crustu Leleh should take the entire management of the country, and govern it justly and according to the existing customs and usages of the country.

Great friendship exists personally between me and yourself, and I have every confidence in you. I am therefore desirous that you alone should carry the above measures into effect, and that you should remain here until the country is settled, and having accomplished this, that you should restore the country to me, and that you should not leave me until the country is made over again to me. If any other gentleman comes here to manage the entire affairs of the country, it will be derogatory to my own personal dignity and to that of my State.

Therefore I trust you will make arrangements that no other gentleman may be sent to conduct this business, but that you, having settled the country and made every arrangement respecting it, will restore it again to me the same as before, and that the Treaty entered between the Honourable Company and my government in A. D. 1819 be respected, and that the protection of the Honourable Company may be always continued to me and to my State.

IX.—SAVANUR.

Abdur Rauf Khan, the founder of the Pathan family of Savanur, obtained in 1680 from the Emperor Aurangzeb the grant of the jagir of Bankapur, Torgal, and Azimnagar, with a command of 7,000 horse. The family, though connected by marriage with Tipu Sultan, was entirely stript of its possessions by him, and the Nawab sought the protection of the Peshwa, from whom he received a pension of Rs. 48,000 a year. This was subsequently converted into a grant of territory, yielding an equal amount of revenue, through the intervention of General Wellesley.

As this petty State was rather a grant in lieu of pension than an independent jagir, the British Government, on its accession to the sovereignty of the southern Maratha country, exercised complete jurisdiction over Savanur; but when the grades of privileged classes were formed, the Nawab was placed in the first rank, and, in consideration of the former high position and power of the family, was declared to be no longer subject to the jurisdiction of the magistrate of the district.

In 1860 complete civil jurisdiction was conferred, as a special mark of Government favour, on the then ruling Nawab, Abdul Dalil Khan; in 1869, after his death, it was decided that this jurisdiction was personal to him, and could not be exercised by succeeding Nawabs without the express sanction of Government.

Abdul Dalil Khan died in 1862, and was succeeded by his eldest surviving son. Abdul Khair Khan, who received in 1866 an adoption Sanad (No. CXVI), and died in May 1868. He was succeeded by his son, Abdul Dalil Khan, who died in 1874 without male issue, and was succeeded by Abdul Tabriz Khan. On this succession a nazarana of Rs. 28,790 was levied.

Nawab Abdul Tabriz Khan died on the 26th July 1892, and was succeeded on the 30th January 1893 by his son, Abdul Majid Khan, who was born on the 7th October 1890. During the latter's minority the State is administered by the Diwan under the supervision of the Collector as Political Agent.

In 1894 an arrangement was made entrusting the abkari revenue to Government from the 1st August 1894; it was renewed in 1904.

In 1904 the State consented to its hemp drugs revenue being leased to the British Government up to the 31st March 1906. The arrangement

was extended in 1906 to the 31st March 1911, at an annual compensation of Rs. 1,246.

The area of Savanur is 70 square miles; the population, by the census of 1901, is 18,446; and the gross revenues amount to Rs. 1,00,536.

The State is neither tributary nor bound to maintain any contingent of horse or foot. It possesses (1905) 1 serviceable gun and 48 armed police.

The State is liable to the operation of the nazarana rules.

No. CXVI.

ADOPTION SUNNUD granted to the NAWAB of SAVANOOR,—1866.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagement which record its obligations to the British Government.

(Sd.) J. LAWRENCE.

19th March 1866.

X.—NASIK AGENCY.

SURGANA.

Surgana is the only State under the political control of the Political Agent, Nasik. It lies to the north-west of the Nasik district, and is under a Chief called the Deshmukh.

The ancestors of the Deshmukh are Konkani Kunbis, who lived in the fastnesses round Hatgarh. During Muhammadan rule a nominal allegiance was claimed from them, and they were entrusted with the duty of preventing predatory incursions above the Ghâts by the Bhils and Kolis of the Dangs; of rendering military service when required; and of keeping open the roads that ran through their territory. For this they were granted several villages in Surgana. Under Maratha rule, on the Deshmukh refusing to pay any revenue, his country along with the Dangs was included in "rebel land" (Bandi Mulk). But as Surgana lay on one of the high roads between the Deccan and Surat, efforts were made to conciliate the Chief. The Deshmukh continued independent until 1818, when the British Government led an expedition against Malharji, the then Deshmukh, to punish him for an attack made on a police party stationed at Surgana. He was seized and hanged, and his cousin, Bhikaji, who had helped Government against Malharji, was recognized as the head of the Estate and vested with the chief authority. Bhikaji was murdered in a disturbance set up by Malharji's widow, when Yeshwant Rao, a minor son of Bhikaji, was recognized as the representative of the chief branch. The Chiefship descends in the line of one branch, while the representative of another brother has an equal share in the revenues, under orders of the Court of Directors of 1846.

Shankar Rao, who in due course succeeded to the *gadi* in 1867, managed the affairs of the State up to 1898 with the assistance of a Diwan. Shankar Rao died on the 2nd June 1898, and was succeeded on the 17th June 1899 by Pratap Rao, son of the late Chief by his first wife, who was born on the 8th August 1880, and installed in December 1901.

With a view to assimilating the abkari administration in Surgana to the system in force in the adjoining British districts, Shankar Rao Deshmukh had entered into an agreement, running for 10 years from the 14th February 1889, and on its expiry Government sanctioned its continuance during the minority of Pratap Rao Deshmukh, who, on being installed, made a fresh agreement, on the same lines, for 10 years from the 8th January 1902.

In 1903 the Deshmukh agreed to prohibit the cultivation of hemp, on consideration of his receiving a refund of ¾ths of the duty levied on hemp drugs imported into the State.

The State has an area of 360 square miles, and a revenue of Rs. 20,000. The population, according to the census of 1901, is 12,398. The State pays no tribute to the British Government.

Surgana is liable to the operation of the nazarana rules.

XI.—SIND.

The Rajput dynasty which ruled in Sind is said to have been conquered about A.D. 711 by the Muhammadans from Arabia. About 1025 the country was annexed to the Ghaznivide empire by Mahmud; and, after various changes of rulers, it was incorporated into the Delhi empire by Akbar in 1591, from which it was again dissevered in 1740 by Nadir Shah, who exacted from it a tribute of above twenty lakhs of rupees. After the assassination of Nadir Shah, Sind became subject to the Durani rulers of Kandahar.

Before the invasion of Nadir Shah, the Kalhoras, a religious sect, had risen to power in Sind, and the Chief of the tribe, Nur Muhammad, had been recognised as governor of the province. It was during the rule of his brother, Ghulam Shah, that the connection of the British Government with Sind commenced by the establishment of factories at Tatta and Shah-bandar in 1758. In that year Ghulam Shah granted an Order (No. CXVII) for the establishment of the factories and for certain immunities to trade. This order was renewed (No. CXVIII) in 1761. During the rule of Sarfaraz Khan, the eldest son of Ghulam Shah, however, the trade was so much interfered with that the British Government found it necessary to withdraw their factories in 1775.

The violence and tyranny of Sarfaraz Khan and his successors, who from jealousy put to death three of the Chiefs of the Talpur tribe, led to the overthrow of the Kalhora dynasty. The Talpurs are a Baluch tribe, whose chiefs had long held the first place in the service of the rulers of Sind. To avenge the death of their Chiefs the Talpurs rose, and, headed by Mir Fateh Ali Khan, Talpur, expelled the Kalhora ruler Abdul-Nabi. This revolution took place in the year 1786. The measures which Fateh Ali took to establish his authority alarmed his relatives Mir Sohrab Khan and Mir Thora Khan. They fled, seized on Khairpur and Shah-bandar, and renounced the authority of their kinsman. Mir Fateh Ali was never again able to extend his authority over the whole province, which remained divided into three separate principalities, *viz.*, Hyderabad or lower Sind under Fateh Ali, Khairpur or upper Sind under Mir Sohrab, and Mirpur under Mir Thora. In Hyderabad, Fateh Ali divided his power with his three brothers Ghulam Ali, Karam Ali, and Murad Ali, and from their real or apparent unanimity the brothers received the appellation of the Char Yar, or four friends.

In 1799 the commercial intercourse between the British Government and Sind was revived, and Fateh Ali Khan issued an Order (No. CXIX)

granting certain privileges in favour of English trade. But the advantages of this trade proved to be overrated; the promises of the Amirs were insincere; the representative of the British Government was rudely compelled to withdraw; and the influence of the British Government in Sind was at an end. This arrogant and insulting behaviour of the Amirs was attributed to remonstrances from Zaman Shah, and to rumours of the growing power of the British Government consequent on the fall of Tipu Sultan.

Fateh Ali died in 1801, leaving half his territory to his brother, Ghulam Ali, and the remainder in equal shares to the other two brothers, with corresponding obligations for paying the expenses of the State and the annual tribute of thirteen lakhs to Kabul. In this arrangement Mir Sobhdar, the son of Fateh Ali, received no share of power. Ghulam Ali died in 1811, and his son, Mir Muhammad, was also excluded from power, which was divided between the two surviving brothers, Karam Ali and Murad Ali. The former died childless in 1828, leaving Murad Ali sole ruler of lower Sind. He died in 1835, leaving two sons, Nur Muhammad and Nasir. From this time till 1840 the government at Hyderabad was divided among the four sons of the Char Yar—Nur Muhammad Khan, the chief Mir, his brother Nasir Khan, and their two cousins, Sobhdar Khan, son of Fateh Ali, and Mir Muhammad Khan, son of Ghulam Ali. In 1840 Nur Muhammad died, leaving two sons, Shahdad Khan and Husain Ali Khan, under the guardianship of their uncle, Nasir Khan. Thus the heads of the Hyderabad family at the time of the annexation of Sind in 1843 were—Mir Nasir, Mir Sobhdar, Mir Muhammad, Mir Shahdad, and Mir Husain Ali, between whom Nur Muhammad had divided his possessions by will.

In upper Sind and Mirpur the Government remained undivided in the hands of single Chiefs. Mir Sohrab bequeathed his territory to his son, Mir Rustam, in 1830. Mir Thora had been succeeded in 1829 in Mirpur by his son, Sher Muhammad. These two Chiefs remained in power till the annexation.

The connection of the British Government was naturally more intimate with the Hyderabad family who governed the lower valley of the Indus than with the more remote branches of Khairpur and Mirpur. After his accession Ghulam Ali deputed an agent to Bombay in 1803, to apologise for the expulsion of the British Agency by his late brother. Friendly relations, however, were not at once established in consequence of the evasion of the demand of the British Government for compensation. But in 1808, when the British Government were concerting measures against the threatened invasion of the French and the Persians by way of Afghanistan, it was

deemed expedient to waive the demand. Captain Seton was sent as envoy to Sind on the part of the Bombay Government. He concluded an offensive and defensive Treaty* of seven Articles with Ghulam Shah. The Supreme Government, however, refused to ratify it, as it committed them to too close a connection with Sind, and they sent an envoy of their own, Mr. N. H. Smith, to make new negotiations. A Treaty of four Articles (No. CXX) was concluded on the 22nd August 1809, with the then surviving brothers of the Hyderabad family. This treaty provided for the exclusion of the French from Sind, and the interchange of agents between the British Government and Sind. In 1820 another Treaty (No. CXXI) was concluded with the two surviving brothers, Karam Ali and Murad Ali, by which they agreed to exclude Europeans and Americans from their territories, and to prevent inroads into the British dominions. The subjects of the two governments

* TRANSLATION of a DEED of AGREEMENT sealed and delivered by MIR GHULAM ALI, Hakim of Sind, to CAPTAIN DAVID SETON at Hyderabad, the 18th July 1808.

This Agreement has been drawn up in consequence of Captain David Seton, on the part of the Honourable Jonathan Duncan, Esq., Governor of Bombay, having arrived at Hyderabad, and having formed a firm alliance between the Government of Sind and the Honourable Company and Honourable Governor aforesaid.

ARTICLE 1.

That a firm alliance shall exist between the two States, and the friends of one the friends of the other, and the enemies of one the enemies of the other; and this shall remain for ever.

ARTICLE 2.

When the assistance of troops is required by either of the parties, it shall be granted when asked.

ARTICLE 3.

That the disaffected of one government shall not be protected by the other.

ARTICLE 4.

That when the servants of the Sind Government shall wish to purchase warlike stores in any of the ports belonging to the Honourable Company, they shall be permitted to do so, and be assisted in their purchases, and on paying their value be allowed to depart.

ARTICLE 5.

That an Agent on the part of the Honourable Company, for the increase of friendship and good-will, shall reside at the Court of the Mir of Sind.

ARTICLE 6.

The claims on account of former loss in the time of Mr. Crow shall be dropped.

ARTICLE 7.

That a British factory in the town of Tatta only, on the same footing as in the time of the Kalhoras, shall, after the full satisfaction, perfect confidence, and with the leave of this government, be established.

And through the blessing of God there shall be no deviation from this firm alliance.

Dated 1st Jamadi-us-sani *1223, or 24th July 1808.*

were to be permitted to reside in each other's territories on condition of orderly and peaceable conduct.

On the 4th April 1832 the first Treaty (No. CXXII) was concluded with the Khairpur family. Its provisions were chiefly of a commercial nature, Mir Rustam agreeing to throw open the navigation of the Indus,* on the same condition as might be settled with the Hyderabad Amirs. The terms with the Hyderabad Amirs (No. CXXIII) were concluded on the 20th and 22nd April 1832, and provided for the passage of traders by the rivers and roads in Sind, subject to fixed duties, on condition that no armed vessels or military stores should be conveyed by these routes, and that English merchants should not settle in Sind, but should leave the country as soon as their business should be transacted. In 1834 this treaty was modified by another (No. CXXIV), which substituted for a duty on goods a toll of Rs. 570 between the sea and Rupar, of which Rs. 240 were to be paid to the Sind Amirs, and the remainder to Bahawalpur and Ranjit Singh, and which provided that bulk broken in the voyage should be charged with the local duties levied by the respective governments within whose territories the goods were sold.

The later treaties with the Amirs of Sind were more of a political nature, arising out of the measures taken by the British Government to re-establish Shah Shuja in Kabul, to which it is necessary more particularly to advert.

In 1836 Ranjit Singh put forward claims to a tribute of twelve lakhs of rupees from Sind, and threatened the invasion of Shikarpur; but the British Government induced him to abstain from hostilities, and offered to the Amirs of Sind to mediate a settlement of Ranjit Singh's claims, on condition of their granting certain concessions in favour of trade on the Indus; receiving a British agent at Hyderabad; and conducting all their relations with Lahore through the British Government. A provisional Engagement (No. CXXV) was concluded in 1836 with the Hyderabad Amirs for opening the trade on the Indus and stationing a British agent at Shikarpur. Great repugnance, however, was shown to the reception of a British agent at Hyderabad. Nur Muhammad Khan asserted that he was too weak to accept such a measure, which was opposed to the feelings of his family and the whole Talpur tribe. But as concession on this point was made the essential preliminary condition of British mediation with Ranjit Singh, the Amir at last consented, and a Treaty (No. CXXVI) was concluded, on the 20th April 1838, with Nur

* Regarding trade on the Indus see Treaties with Ranjit Singh and the Nawab of Bahawalpur, Vol. VIII, Lahore and Bahawalpur.

Muhammad. Separate agreements to the same effect were given at the request of Nur Muhammad to the other Amirs, Mir Nasir and Mir Sobhdar the object of this being to secure Nur Muhammad in the position of head of the Hyderabad family.

The 4th article of the tripartite treaty* between the British Government, Ranjit Singh and Shah Shuja, bound Shah Shuja to abide by whatever the British Government should settle regarding Shikarpur and the territory of Sind on the right bank of the Indus. Article 16 provided that Shah Shuja should relinquish all claims to supremacy over Sind and to arrears of tribute, on the condition of the payment by the Amirs of such a sum as the British Government might determine, out of which fifteen lakhs were to be paid to Ranjit Singh. In consideration of the advantages to be secured to the Amirs by the cessation of their dependence on Kabul and of all tributary claims, they were to be required to assist in the passage of the British armies to Afghanistan ; to permit the temporary occupation of Shikarpur and as much territory as would form a secure basis for the intended military operations ; and to suspend that article of the treaty of 1832 which prohibited the transport of military stores by the Indus. The Amirs were at the same time told that any engagement on their part with the Shah of Persia would be considered as hostile towards the British Government. The Resident in Sind was also empowered, in the event of the British policy being opposed by the leading Amirs, to place at the head of the administration any member of the family whose disposition might be friendly, and who might have sufficient influence in the country to recommend him.

With the exception of Sobhdar Khan, the Amirs of the Hyderabad family manifested the strongest disinclination to comply with the demands made on them. Less difficulty was found with the Khairpur family. Mubarak Khan indeed, and a small party attached to him, were subservient to the counsels of their relatives at Hyderabad. But Mir Rustam Ali Khan, who had long manifested a desire for a treaty with the British Government, by which he should be recognised as independent of Hyderabad, entered willingly into the British policy. A Treaty (No. CXXVII), similar to that made in the same year with the Nawab of Bahawalpur,† was concluded with him on the 24th December 1838, by which his territory was taken under British protection ; he acknowledged the British supremacy ; was guaranteed in the independent administration of his territory ; and engaged to abstain from political

* See VIII, Lahore.

† See Vol. VIII, Bahawalpur.

intercourse with other States ; to assist in the passage of troops through his territory ; and to cede temporarily the fortress of Bakkar as a depôt for treasure and munitions of war. Subsidiary agreements were at the same time given to the other Amirs of the Khairpur family, Mir Mubarak, Mir Muhammad, and Ali Murad. It was at first intended to exclude Mir Mubarak from these arrangements in consequence of his avowed opposition to the British Government, but at the request of Rustam Ali a guarantee was given to Mir Mubarak as well as to the other Amirs.

In the meantime much opposition was experienced by the Resident at Hyderabad. The Amirs were very reluctant to admit the pecuniary claims of Shah Shuja, and pleaded that the Shah had already granted them releases* written on the Koran from all tributary payments. Mir Sobhdar was throughout friendly in his bearing, but the other Amirs, more particularly Mir Nur Muhammad and Mir Nasir, acted with deep duplicity. While professing a strong desire for cordial friendship, they were holding secret intercourse with Persia. They threatened in a most insolent manner to oppose the passage of Shah Shuja; permitted the Resident to be insulted and stoned ; gave secret orders that no assistance should be rendered to the

* *Shah Shuja-ul-Mulk to Murad Ali Khan.*

As the slaves of the presence are now about to proceed to conquer Khorasan and Iran, I have entered into the following treaty, which I swear by God and the Koran to abide by. I will not remain above fifty days at Shikarpur, and will encamp on the Baghi Shahi. At the close of the above period, the slaves of the presence will move into Kandahar, and I bestow Sind and Shikarpur and their dependencies on you and your heirs and successors in the same manner that you now hold them. They shall be your territories and property. There shall be no oppression of the smallest degree, and besides that, the royal favour will be greatly extended towards you, so that all the world may know it. This treaty is vouchsafed on the Koran for your perfect satisfaction.

Written the 7th of Muharrum, 1209 Hijra.

(The King's Sign Manual.)

N.B.—The following remark is written in the handwriting of the King himself:—

"This Treaty is confirmed by the Koran. The royal slaves have bestowed of their own free will and pleasure the country of Sind and Shikarpur as a jagir on Mir Murad Ali Khan."

Shah Shuja-ul-Mulk to the Amirs Nur Muhammad Khan and Nasir Muhammad Khan.

I hereby, in the name of God and by the Sacred Koran, make this agreement, by which I bestow on you the country of Sind and Shikarpur. and all their dependencies, as a jagir, which you are to enjoy and hold generation after generation. The said country will remain with you for the future, and no sort of oppression, however small, shall be attempted or practised. The friends and enemies of the King shall be considered your friends and enemies. Should you require any assistance in the way of troops on account of Sind and Shikarpur, it shall be afforded from the royal army agreeably to your wishes. The slaves of the presence have no sort of claim or pretensions on Sind or Shikarpur and their dependencies, nor will any be made. The treaty which the fortunate slaves wrote with the royal handwriting on the Sacred Koran in the name of Murad Ali Khan, of blessed memory, is renewed, as well as what is herein stated to you, and not a hair-breadth's difference shall occur in it. The royal favour and approbation shall be bestowed and showered on you beyond that shown to the other well-wishers of the King.

(Signed by the King's Sign Manual in red ink.)

British force from Bombay; and tampered with the Nawab of Bahawalpur to seduce him from the alliance which he had just concluded with the British Government. The paramount importance, however, of hastening the completion of the measures for the occupation of Afghanistan induced the British Government to abate their demand, provided they could secure the passage of troops. The Resident therefore offered to the Amirs a treaty which recognised the distinct independence of each of them, but provided for a subsidised British force being stationed in their country, and for the exemption of Mir Sobhdar from all payment on account of the expenses of that force. The treaty was rejected by the Amirs, and every appearance of open hostility was exhibited. Preparations were made to attack their capital, when the Amirs assented to the demands made on them and signed the treaty. But as a punishment for their hostility, a new condition was insisted on that the Amirs of Hyderabad, with the exception of Mir Sobhdar, should pay seven lakhs of rupees each, being twenty-one lakhs in all, to Shah Shuja, as the condition of their exemption from further claims.

While these events were occurring at Hyderabad, the reserve force from Bombay was fired on while approaching Karachi, and its landing was opposed. Fire was, therefore, opened on the fort; and its sea-face was levelled with the ground. The fort was taken, and the governor was required in February 1839 (No. CXXVIII) to give over the military occupation of it to the British Government.

The treaty which had been concluded between the Resident and the Amirs was not confirmed in its entirety by Government. Several modifications were made, and it was reduced from 23 to 14 articles. The revised treaty dated the 11th March 1839 (No. CXXIX), signed by the Governor-General, was offered separately for the acceptance of the four Amirs. After some demur the Amirs signed it, being chiefly induced to do so by the example of Mir Sobhdar.

In the meantime Mir Sher Muhammad, of Mirpur, also expressed a wish to enter into a treaty with the British Government. His object was to obtain the same concession as had been granted to Mir Sobhdar of Hyderabad, that is to say, exemption from all payments towards the subsidiary force. Government, however, refused to treat with him on such terms, and required a payment of half a lakh a year. To this the Amir assented, and a treaty (No. CXXX) was concluded with him in June 1841.

Delay and difficulty soon began to be felt in realising the tribute from the Amirs, and Lord Ellenborough, deeming the demand of pecuniary tribute from Native States to be a constant cause of misunderstanding, resolved to

commute it, whenever possible, to a cession of land. In pursuance of this policy, negotiations were opened with the Amirs for the cession of Shikarpur in lieu of the tribute. Mir Nasir of Hyderabad readily offered to cede his own share of Shikarpur, and that of his late brother, Mir Nur Muhammad, on condition of being allowed to retain the nominal sovereignty. The negotiations were nearly concluded, when the first news of the disasters at Kabul arrived and caused an entire change of feeling in the Amirs, leading them to break off the discussion. Mir Rustam Ali of Khairpur and Mir Nasir of Hyderabad also began to intrigue for the expulsion of the British forces from Sind. They were therefore distinctly warned that the result of bad faith to their engagements would be the loss of their territories.

In August 1842 Sir Charles Napier was appointed to the military command in Sind and Baluchistan, and invested with authority over all civil and political officers in those countries. Besides suspicion as to the fidelity of the Amirs, there were other circumstances arising out of a misunderstanding of those articles of the treaty relating to trade, which called for a revision of the engagements. The most important discussion related to the interpretation of the 11th article. The Amirs insisted that the article exempted only foreign boats from duty on the Indus, while the British Government maintained that all boats, both of Sind and of other States, were entitled to pass duty-free. The objects which were to be kept in view in any new engagement with the Amirs were the free navigation of the Indus; the cession of territory in exchange for tribute; the establishment of a uniform currency in Sind; and the cession of territory to the Nawab of Bahawalpur, who throughout the disasters in Afghanistan had remained faithful to his engagements. A draft treaty embodying these demands was offered to the Amirs towards the close of 1842, who protested against them. There seemed to be no hope of an amicable settlement; and the British troops were advancing to enforce the demands, when on the 9th February 1843 the Amirs intimated their willingness to subscribe the treaty if Rustam Ali Khan of Khairpur were restored to his rights of which he had been deprived by his younger brother, Ali Murad Khan.

Mir Sohrab of Khairpur had retired from public life in 1811, and abdicated in favour of his son, Mir Rustam Ali. But by his will, which he made in 1829, he divided his territory among his sons in four shares, of which Mir Rustam, as the successor to the Turban, held two, and Mubarak Ali and Ali Murad were to receive one each. Mir Ali Murad, who was an infant at the time of his father's death, and was committed to the care of Mubarak Ali, always believed himself to have been defrauded by his guardian. However

this may be, he received * from the British Government in 1838 a separate guarantee for the estates he held in Khairpur. Mubarak Ali died in 1839, but the dispute was inherited by his son, Mir Nasir, with whom Mir Rustam Ali sided. In September 1842 the brothers met in battle. Rustam Ali and Mir Nasir were defeated, and signed the Naunahar Treaty,† by which they

* See above, page 329.

† TRANSLATION of the TREATY made between MIR RUSTAM KHAN, Talpur, and MIR ALI MURAD KHAN, Talpur, as written on the Koran, which was produced by Ali Murad to the Commission in 1850.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised!

Mir Sahib Mir Rustam Khan, Talpur, made peace and bound himself by promise with Mir Ali Murad Khan, Talpur, to this effect, that as a dispute arose between Mir Ali Murad Khan and Mir Nasir Khan on the subject of the boundary of Sundarbela in which Mir Nasir Khan was proved to have encroached, Mir Ali Murad Khan having expended lakhs of rupees came to fight with Mir Nasir Khan. In the meantime, in order to put an end to disturbances, and considering the expense in cash and jagirs which Mir Ali Murad Khan has incurred on account of his army, I give over the villages of Khanwahan, Abayani, Bacha, Dari, Gharakna, the villages Raina and Palija, with my free-will, and that of Mir Nasir Khan to Ali Murad Khan, that he may enjoy them from the commencement of the season Kharif 1253, and I (Mir Rustam) will depute a vakil to get this treaty sanctioned by the British authorities. I will never cause any molestation against the said villages; neither my sons nor Mir Nasir Khan, nor his relations, will raise any claim to this country. If they attempt to do so they are false; and as regards the villages of Babarloi, Abri and Shah Bela, Muhammad Obag and Mahlani, which are the right of Mir Ali Murad Khan, although they were in the possession of Mir Mubarak Khan, Mir Ali Murad Khan has got them back through the British Government; neither Mir Nasir Khan nor his children are to set forth their claims to the said villages or apply to the British Government for them. If they attempt to do so they are false, and I, together with my sons, shall take part with Mir Ali Murad Khan, as he is in the right, and the boundary of Sundarbela, as may be settled by the Amirs, I will give into the possession of Mir Ali Murad Khan. There is no difference in this treaty, nor will any be made. God is witness.

Rustam Fakir, Talpur.	Mir Ali Akbar Khan, Talpur.	Mir Nasir Khan, Talpur.

Dated 9th Saban 1258.

COPY of the TREATY of Naunahar written on the leaf said to have been extracted from the Koran.

Translation.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised!

Mir Sahib Mir Rustam Khan, Talpur, made peace and bound himself by promise with Mir Ali Murad Khan, Talpur, to this effect, that as a dispute arose between Mir Ali Murad Khan and Mir Nasir Khan on the subject of the boundary of Sundarbela, in which Mir Nasir Khan was proved to have encroached, Mir Ali Murad Khan having expended lakhs of rupees came to fight with Mir Nasir Khan. In the meantime, in order to put an end to disturbances, etc., considering the expense in cash and jagirs which Mir Ali Murad Khan has incurred on account of the army, I give over the villages of Khanwahan, Abayani, Bacha Dari, Gharakna, the villages Raina and Palija, with my free-will, and the village Dadlo, and pargana (*a*) Mathela with my own free-will and that of Mir Nasir Khan.

(*a*) The word "deh" appears here to have been altered to "pargana," and in attempting to make "be-marzi" into "Meharki" the papers seem to have been spoiled.

assigned nine villages to Ali Murad, seven of which belonged to Mir Rustam Ali, and two to Mir Nasir. When Sir Charles Napier arrived in upper Sind Mir Ali Murad complained to him that his brother, Rustam, was endeavouring to secure the succession to the Turban to one of his own sons to the prejudice of Ali Murad's right. Sir Charles Napier replied that by treaty the Chieftaincy belonged to Mir Rustam Ali for life, but that at his death it would be transferred to Ali Murad. With this assurance Ali Murad seemed satisfied, and from that day he attached himself firmly to the British interests. When the British army was advancing to enforce the demands contained in the draft treaty, Mir Rustam Ali offered to come into Sir Charles Napier's camp and put himself under his protection. He was told he should rather seek the protection of Ali Murad. He did so, and shortly afterwards it was reported that he had resigned the Turban to his younger brother, and had written the resignation * in the most solemn manner in the Koran. The resignation was made after Mir Rustam Ali had taken from Mir Ali Murad an engagement† securing a provision for himself, his sons and his nephews. When Sir Charles Napier heard of the resignation, he asked for an interview with Mir Rustam Ali. But the Amir did not wait for it. He fled to the desert, and Ali Murad was recognised by Sir Charles Napier as Chief of Khairpur. It was for the restoration of Mir Rustam Ali

* Praise be to God and blessings on the Prophet and his family.

Mir Rustam Khan, Talpur, has made a compact, and formed a treaty with Mir Ali Murad Khan, Talpur, to this following effect:—At this time during the supremacy of the powerful and exalted English Government, and from the autumn of 1253, I Mir Rustam Khan, of my own free-will and pleasure, according to the rule and custom of the Chiefs of Hyderabad, present to Mir Ali Murad Khan (who is worthy of the Chiefship) the Turban of the Chiefship and brotherhood with the control of the whole of my country, with the (sar shumari) capitation tax (mir-bahri), river dues, and (jaziya) tax on others than Muhammadans, and farms, and tolls, and fisheries, as specified below, so that during my lifetime, having occupied the seat of Chiefship, he may take into his entire possession the countries specified below. No one of my sons or nephews has or shall have claim or entry in this same Turban and this same country, which I of my free-will and pleasure bestow in gift. If any one advances a claim, he is a liar. The administration of affairs, the control of the army, the negotiations with the English, all now depend on the will of Mir Ali Murad Khan. In this compact the oath of the Koran is used; there shall not be the variation of a hair's breadth. God is sufficient witness. Written on the 17th Tekiad 1258 A. H. (December 20th, 1842); 1st, Parganas Kholiara Chehur, Alliaria, and Kahtera; 2nd, Parganas Naushahra Firoz; 3rd, ditto Kandbarra, with Cherpur and Lahari; 4th, Sad Kokani; 5th ditto Mirpur, Manhilas, and Kanurki; 6th, sandy territory in Rene and Nara; 7th, forts Sahagarh, Sirdashgarh, and other forts; 8th, Parganas Obara, Khairpur, Harki; 9th, ditto Imamwa; 10th, ditto Bahunak and Burah; 11th, one-third of Sabzal and Parganna Muzaka; 12th Pargana Shikarpur Mor Ali; 13th, ditto Rupa; 14th, ditto Balbadka; 15th, ditto Chak Muzargah; 16th, ditto Kashmur.

† I, Mir Ali Murad, Talpur, requested Mir Rustam Khan, on account of his old age and weakly state, to abdicate the Turban in my favour and give over in writing all the country; that I would be responsible in every way to the British Government. The Mir consented to abdicate the Turban and to give over in writing the whole country and also the fortress, but he required

to the rights of which he had been thus deprived, involuntarily as was afterwards proved, that the Amirs stipulated as the condition of their signing the proposed treaty. Major Outram, the British Commissioner, had no power to re-open this subject. At last, the Amirs, except Nasir Khan of Khairpur, signed the Treaty (No. CXXXI) leaving Mir Rustam Ali's rights to future investigation. Next day the residence of Major Outram was attacked by 8,000 of the troops of the Amirs After a most gallant defence the escort made their way to the main army. The battles of Miani and Dabo subjected the whole of Sind to the British Government, with the exception of the possessions of Ali Murad, who was established as Chief of Khairpur in the territories which belonged to

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that I would agree to four Articles, after which he would give over to me in writing the whole country. These Articles are as follows:—

ARTICLE

That the country north of Rori, according to the proclamation, belongs to the British.

ARTICLE 2.

The country belonging to the sons of Mir Mubarak Khan.

ARTICLE 3.

The country belonging to the sons of Mir Rustam Khan.

ARTICLE 4.

My (that is Mir Rustam's) expenses.

I consented to the above Articles, taking upon myself the whole responsibility. I do now declare, giving the same in writing, that if the British Government remonstrate with Mir Rustam Khan and demand why he made over the country north of Rori to Mir Ali Murad, I will be answerable and satisfy the English Government. If they demand the country, I will give it up, but I will not allow Mir Rustam Khan to suffer one word of annoyance. To the sons of Mir Rustam Khan, whom I look upon as my own brothers, I will restore their jagirs; I will in no way depart from this. To take one span of their lands is unlawful. I have no claim whatsoever to their jagirs; it is their right, and their right they shall receive. The country belonging to the sons of Mir Mubarak Khan should I not take the British Government will. I will, therefore, now appropriate their country, which I will afterwards make over to them. I have no claim whatever on their country; one single span of their country in my possession would be unlawful; the country is their right, and their right they shall receive. As for Mir Rustam Khan, his family servants, male and female slaves, I will provide for all either in land or in money; nothing shall be deficient. I will serve him as he wishes. These Articles I have written out in the form of a treaty that hereafter they may remain as proof, and that no differences may occur. God is my witness.

Dated the 16th Zulkadr, 1258, A.D. *19th December 1842.*

Postscript.—Mir Rustam Khan to retain possession of Khairpur for life.

Dated as above.

Confirmed.

Mir Ali Murad's Seal.

Mir Rustam, both by inheritance and in right of the Turban, as well as in the lands of which he himself stood rightfully possessed at the time of the conquest.

As all the territory of Sind, with the exception of the portion to be continued to Mir Ali Murad, was confiscated by the British Government, it of course became Mir Ali Murad's interest to establish his right to as large a portion of the lands of Khairpur as possible. To effect this he attempted to alter that clause of the treaty of Naunahar, which conferred on him two villages belonging to Mir Nasir Khan, in such a manner as to secure for himself large districts of the same name instead of insignificant villages. In doing so the leaf of the Koran on which the treaty was written became spoiled. The leaf was therefore extracted and the treaty was written on a fresh leaf in such a way as to suit Mir Ali Murad's purpose. This fraud was clearly established by a Commission, which met in 1850 to investigate the matter, and as a punishment for it Ali Murad was degraded from the rank of Rais of Khairpur, and deprived of all his territories, except those which he inherited under his father's will.

In 1866 Mir Ali Murad Khan was assured by Sanad (No. CXXXII) that any succession to his State, which might be in conformity with Muhammadan law, would be respected. He was made a Knight Grand Commander of the Indian Empire in 1891, and enjoyed a personal salute of 19 guns. He died on the 2nd April 1894, and was succeeded by his son, Mir Faiz Muhammad Khan, who was born in 1835. The latter was appointed a Knight Grand Commander of the Indian Empire in 1897, and in January 1906 his salute was raised from 15 to 17 guns as a personal distinction. He enjoys first class jurisdiction, having power to try for capital offences any persons except British subjects. His Highness has two sons, Mir Imam Baksh Khan and Mir Ahmed Ali Khan.

In 1895 the Mir ceded to the British Government the land which was, or might thereafter be, required for the Kotri-Rohri railway, together with full civil and criminal jurisdiction over the railway line.

In March 1901 the Chief entered into an Agreement (No. CXXXIII) taking effect from the 1st August 1900, for the cession of certain lands required by the British Government for the Jamrao and eastern Nara systems of canals, and for the settlement of the western boundary of the State. By this agreement the centre of the deep stream of the river Indus, as it flowed in March 1900, has been recognised to be the permanent boundary between the Khairpur State and the British district of Larkhana.

In 1903 the State Chalan silver currency was converted into British India silver currency, at the rate of 100 British Rupees for every 140 Chalan Rupees.

In August 1905 the Secretary of State for India sanctioned the acceptance of the Mir's offer to raise and maintain, for purposes of Imperial defence, a baggage camel corps, consisting of 240 camels, with about 80 sarwans, together with a camel escort of 40 to 50 men.

The area of Khairpur is 6,050 square miles. The revenue is collected mainly in kind, the Mir receiving one-third, which is estimated at Rs. 15,99,068; a considerable portion of this amount, however, is alienated in jagirs to the members of Ali Murad Khan's family. The population, according to the census of 1901, is 199,313.

The military forces of the State consist (1905) of 210 infantry, 4 artillerymen, 29 serviceable and 16 unserviceable guns. The State pays no tribute either to the British Government or to any Native State.

The ordinary salute of the Mir of Khairpur is 15 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

After the conquest the deposed Amirs were removed from Sind, and pensions were granted to them by the British Government. They are now all dead; but their descendants continue to receive liberal pensions. All members of the Talpur family have been permitted to return to Sind. The pensions at present drawn by the descendants of the deposed Amirs and their dependants amount to Rs. 2,05,503 a year, distributed thus—

	Rs.
The Hyderabad family	97,838
„ Khairpur „	61,405
„ Mirpur „	46,260
	2,05,503

No. CXVII.

PERWANNAHS, etc., from the PRINCE of SINDH in 1758.

No. 1.—COPY (attested by CODJEE MAHOMED YAYA) of the Perwannah from GHOLAM SHAH ABASSIE, dated the 22nd September 1758.

Be it known to all commanders, officers, fuqueers, farmers, and inhabitants of Durat, Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar, Agur, Goozer Rajah Gunt Johibar, Sarkar Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Nohorey Abey, etc., places belonging to Sircar, that Mr. Sumption, gomastah belonging to the Honourable English Company informed me here that on all the goods he purchases and sends for the Honourable Company to Bombay he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual, but on all Europe goods which shall be sent from Bombay for Coodabage, Laree, Multon, etc., half of what customs, etc., charges (such as passports, convoy, lodging, Duan Towff, Canah, etc.), the Multon merchants pay; and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, etc., as are above mentioned they are to pay on the hing, indigo, etc., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in the Sircar's place, or anywhere else; but no officers, farmers, etc., are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners, boats, vessels, etc., or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same and any European goods at any rate they please. The customs on the dubbers of ghee, oil, etc., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; and the customs on the elephants' teeth are to be received on the amount of sale when they are sold. And should Mr. Sumption either buy or build a house or warehouse at Aurunga-bunder or

at Tatta, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on his trade, as it will be an advantage to the government; but no other Englishman shall have a house or any encouragement. And as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. 2.—TRANSLATION of GHOLAM SHAH, PRINCE of SINDH'S Perwannah, for the HONOURABLE COMPANY'S customs, privileges, etc., at Sindh, dated 22nd September 1758.

To all Fuqueers (a term for the Scroys, or people of the prince's caste, inhabitants of the upper part of the country), Diredars, Muttaseddees that are at present or shall in future come into offices of the customs, whether under the sovereign power or farmed out at the Dirt or (Tatta custom-house), Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie, Nakass, Barbundie, Galabajar (or grain custom-house), Agur, Guzer Rajah Gunt, Johibar, Sarkar Cachlon Charcarhallow (names of countries), Sarkar Nasseepore, Holcandy, Sarkar Sovistan, Coodabage Ruree, and all other places within my dominions: Know ye (or observe) that the wealthy, true, faithful, and friendly Mr. Sumption, English Agent here, has made application or requested that the honourable, great, noble, and highly esteemed English Company of India and Bombay may, on whatever trade or merchandize they transact goods, import or export, buy or sell, pay only one and a half per cent. customs on the valuation of the real price of the place, which I have condescended to and hereby grant; furthermore, that the gomastah (or agent) for the said Honourable Company of India may have the privilege, on whatever goods he imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, etc., to receive a putta (or permit), and whatever goods he may purchase there or above, to pay only the abovementioned customs; and of the Lauvasma (or customary charges) on the putta goods, such as Rawdarree, Deradarre, Munket, Nut, Furhutt, Nungana, Dusturehoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem, Kalsay Duana Peshcharry, Joab Khanna, etc., the half only of what paid by the Company of Multon merchants, which is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid Agent should purchase, bring down, and export out of the country, from Tatta, hing, indigo, or any other goods which he may not formerly have dealt in, or hath a settled custom for, to receive only the abovementioned customs and rates by the Custom-master, Duanna, etc., as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the abovesaid gomastah or agent should, in any part within the extent of my dominions, of himself extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary charges

included, I have settled and affixed thereon, *viz.*, in whatever place, within my government or dominions, that he may extract or purchase, to recieve on it in that place only, the abovesaid custom of one and a half per cent.; and that my Muttaseddees, Custom-masters, Diredars, Radawrs Guzervans do not, on any pretence of customs or customary rights, customs on boats, Moressor or Misseree on ditto boats, Chitts, or other usual customs, in no place within my territories give any impediment to them; but the abovesaid gomastah may without trouble and in a satisfactory manner, carry on and transact his business without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here and not meet a sale for if he, sooner or later, first or last, export them again, by no means to demand any customs, charges, etc., or give any impediment to their exportation.

And at the time of their ship's arrival at any of my bunders (or ports), if they should purchase provisions for the English and lascars of their ships, such as bullocks, cows, goats, sheep, or other necessaries, at Tatta, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom; and the chests of wearing clothes of the English, and other necessaries they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Moree, Misseree, etc., on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants, and those under their protection by no means to receive or give them any trouble, on account of head-money, or other dues of any kind received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tatta of Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon; and for Nungana on ghee or oil agreeable to the custom or maund, for a dubber, to make account as usual and receive the customary dues; and whether it is put in small buttaroes or larger jocks, or in other vessels (larger or smaller) to make account on the customs of maunds, eight maunds per dubber; and on the Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent. paid by the buyer and no more.

And if the aforesaid gomastah (or agent) should, at Tatta or Aurungabunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expense, that they may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country,

and that no other Englishmen be permitted those favours: and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours and continuing friendship with the English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

Dated at Ahmedabad in Sindh 18th Maharim 1172 of the Hegira, or September 22nd, 1758.

No. 3.—LETTER from GHOLAM SHAH, PRINCE OF SINDH, to MR. ROBERT SUMPTION, dated 11th December 1758.

I now inform you that I am arrived with all my forces in the fort of Shah-bunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shah-bunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here to choose a place for building a house or factory.

No. 4.—ORDER from GHOLAM SHAH, PRINCE of SINDH, to his Metah Coostamdas, dated 18th December 1758, and attesetd under the Codjee's Seal.

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power, and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

No. 5.—COPY (attested under CODJEE MAHOMED YAYA'S Seal) of the Perwannah from GHOLAM SHAH ABASSIE, dated 18th Maharim, or 22nd September 1758.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Daraja, Chavatra Massotie, Nakass, Barbundie, Galabaja, Goozer Rajah Gunt, Johibar, Sarkar Chachlon Charcarhallow, Sarkar Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Lorah, etc., places belonging to Sarkar, that Mr. Sumption, gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here that on all the goods he purchases and sells for the Honourable Company he pays no more than one and a half per cent. customs, on the market price, which I hereby confirm, and order that no more than that custom may be received of him

as usual; but on all Europe goods which may be sent from Bombay here and hence to Coodabage, Laree, Multon, etc., or any brought from thence they are to pay on the same half of what customs and charges (such as passports, convoy, lodging, duan towff, canah, choukey, etc.), the Multon merchants pay; and should there be such goods as the Multuny never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand anything more; and the same customs, etc., as are above mentioned they are to pay on the hing, indigo, etc., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by any body for them in Sircar's place or anywhere else; but no officers, farmers, etc., are to demand anything more from them, but let them carry on their trade unmolested; and the above mentioned goods nobody else shall have liberty to buy. And I further order that should their goods not be disposed of, and they want to carry them back, no customs shall be demanded on them, nor on any provisions which they may provide at Tatta, etc., places, to send on board their ships for their maintenance. They are also not to demand anything for their gardens, nor in any shape molest their gardeners boats, vessels, etc., conveyances, or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain, and sell the same and any Europe goods at any rate they please. The customs on the dubbers of ghee, oil, etc., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahomed Murad; and should the Governor either buy or build a house for a factory at Aurungabunder or at Tatta, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement; for carrying on his trade, as it will be an advantage to the Government; but no other nation that wear hats shall have permission for it; and as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. CXVIII.

Three Perwannahs from the PRINCE of SINDH—1761.

A PERWANNAH granted by GOLAM SHAH, PRINCE OF SINDH, on the 22nd April 1761.

Be it known to all Fuqueers, Governors, or other officers, who now are or hereafter may be in authority in the department of customs or farms at Tatta

Shah-bunder, Aurunga-bunder, Carrachere or Darajah, the customs on cattle, etc., called Nekass, package, grain, Bazar customs on leather, and the Gott Chuabar, the Sircar of Cachlon and Charcarhallow, the Sircar of Nasseepore, etc., Holcandy, the Sircar of Sevastan, Coodabad Ruree, and all other places within our dominions, that the noble Mr. Erskine, an Englishman, and Resident for affairs of the potent, magnificent, and Honourable English Company in Sindh, being come to our court for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honourable Company, granted, and do hereby particularly order that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Sindh, or the Soubah of Tatta and Buchor, or any other of the bunders under our authority.

Whatever goods or merchandize belonging to the said factory or its dependants shall be imported at any of the bunders are to be exempted from paying any import customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the bunders to Tatta, up-country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the bunders they are to pay one and a half per cent. agreeably to our former perwannah; or if goods are purchased by them and exported from Tatta, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindy, or within our dominions; or if they purchase and export this article, they shall be punished in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon as formerly, that the said Company's dependants may carry on this trade to their satisfaction. If they dispatch their own dingeys, gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurh, or by the guard-vessels, etc., on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, gallivats, boats, etc., should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-bunder or make a garden

for his recreation, on any spot of ground he may like, he is to receive all the assistance possible for doing it quickly ; and whatever former Sunnuds they have received are to remain in full force, and not to be objected to or disputed on any account. It being our pleasure to satisfy the said Honourable English Company, therefore the above must be strictly observed, and no new perwannahs demanded.

Dated the 16th of Ramzan 1174, or 22nd of April 1761.

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH, on the 23rd of April 1761.

Be it known to the officers of the customs, or farmers of the revenues appertaining to the zemindaree of Shah-bunder and Cachrawly that at this time Mr. Erskine, Resident for the Honourable English Company in Sindh, has requested that all their vessels might be exempted from paying the Moree of Rupees 25 on each vessel, formerly paid the Imaum ; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of Rupees 25 on each vessel, and now order you not to demand the same ; but if more than the sum of Rupees 25 was formerly paid for each vessel, the overplus is to be recovered.

Let this be strictly observed.

Dated the 17th of Ramzan 1174, or the 23rd of April A. D. 1761.

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH, on the 22nd of April 1761.

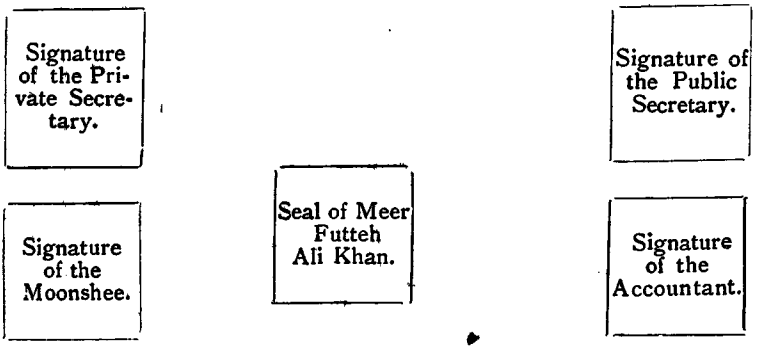
Be it known to all Fuqueers, Governors, and other officers who now are, or hereafter may be, employed or concerned either in the collecting or farming the customs from the sea to Raree, and all other places within our dominions, that Mr. Erskine, Resident of the Honourable English Company's factory in Sindh, and their other servants and dependants, send boats and camels up and down in our dominions, with trade and merchandize : You are, therefore, on seeing this perwannah, not to demand the usual charges of Moree, Misri, or Goozurbanee or Sooze, and employ them on our business on any pretence whatever ; nor is any person belonging to us, on any of the above accounts, to impede or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs increase.

Let this be most punctually observed, and no person offer to dispute it.

Dated the 16th of Ramzan 1174, or the 22nd of April A. D. 1761.

No. CXIX.

ORDER issued by Mir FATEH ALI KHAN—1799.


Signature of the Private Secretary.
Signature of the Public Secretary.
Seal of Meer Futteh Ali Khan.
Signature of the Moonshee.
Signature of the Accountant.

The collectors and farmers, at this period and hereafter, of the town of Kurrachee, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, noble, powerful, renowned English Company Bahadoor, has arrived at our presence and requested the establishment of a commercial factory in the town of Kurrachee, and the adjustment of customs on merchandize export and import to and from foreign ports, and purchases and sales in the territories of Sindh, and other exportations and importations. For the sake, therefore, of the friendship of the English Company, one-third in the articles of customs only shall be remitted in the collections of duties on the trade of the English factory, and all the fees levied as usual with the other merchants. It is commanded that you forego, then, in levying duties on the trade of the English factory, one-third in the article of customs only, collecting all the regulated fees, as usual, amongst the merchants, in order that the agents of the English may with confidence labour to increase our customs and their own trade. On account of weight or measure of their goods, or the inspection of trunks of the Resident's baggage, no molestation must be offered, but his invoice and word be taken. The duties on provisions and articles of consumption of the English and the crews of their ships, and the fee of Moree on their ships, vessels, and dingeys, to be regulated by the custom in use amongst other merchants. If by accident any ship or dingey belonging to the English coming or going with cargo to or from Sindh should be stranded or sunk on the coast of Kurrachee, the best assistance is to be rendered towards recovering her, and she must without hesitation be delivered up, the English Resident discharging the expense of labourers. The dependants of the Resident are not to be pressed on government service, nor compelled to purchase government property. A spot of ground for a country house to the English factory, and four beegahs of ground for a garden, outside of the fort of Kurrachee, are given to the Resident with exemption from land or fee tax, and it is

commanded that they be delivered to him wherever he may prefer, there being no inhabitants nor claims of possessions ; towards building the house you will afford assistance, the English Resident paying the expenses. Maistre Suchanund, Collector for the time being, will levy customs on the merchandize of the English and the importations of their ships according to the above written, the garden excepted, and all other fees he will remember agreeably to the purport of this, which is peremptory.

Dated 16th Rubee-ool-Awul in the year of the Hegira 1214, the 18th of August 1799 of the Christian era.

It is repeated that the customs and fees are to be levied in correspondence with the established rates of import underneath detailed.

Customs and fees on all exportations and importations by sea:—

Customs.

Rupees 3 and ¼ per cent. on the market price of imports; Rupees 2 per cent. on the amount purchase of exports (one-third excused in this article of customs only).

Luwazime Gutree Rupees 18 on every bale of Tatta piece goods exported.

Moree upon vessels of all burdens ; Rupees 2-3·75 arriving, Rupees 2-1·75 departing.

Khirwara upon wheat, rice, jowaree ; Rupees 2-2 the Rhinwar imported or exported ; upon barley and paddy Rupees 1-1 ; the Rhinwar upon white grain Rupees 1-3.

Fees.

Moajdurea one pice upon every Rupee in the amount of customs.

Foujdaree Rupee 1 qr. 2 rs. 4 per cent. in the amount purchase.

Customs and fees on all importations and exportations by land.

Customs and fees upon all dealings with the Putan merchants.

Customs.

Rupees 3-1 per cent. upon sales and purchases (not excused.)

Fees.

Booratun Rupee 1 per cent. upon sales and purchases; Moajdurea 1 pice on every Rupee amount customs ; nut 2 pice and ½ on every camel-load.

Customs of Kurrachee upon all dealings of other merchants Rupees 4 and ¼ per cent. on all ; value of imports above Rupees 4, 3 pice on every Rupee, value below that sum, Rupees 2 per cent. on the market price of exports.

(These are the rates on all articles, but grain, excused.)

Fees.

Booratun Rupee 1 per cent. on the market price of all imports or exports.

Nut 1 anna and ½ on every camel-load of grain coming or going; 2 pice and ½ on every camel-load of other goods coming or going; Moajdurea 1 pice on every Rupee amount customs.

Dhurtoya 1 seer and ½ and 2 annas' weight on each Rhinwar of grain if brought from the country and immediately laden on boats; Choongee 24 seers on each Rhinwar, in the same circumstances.

Rates.

Rates on duty on distinct articles.

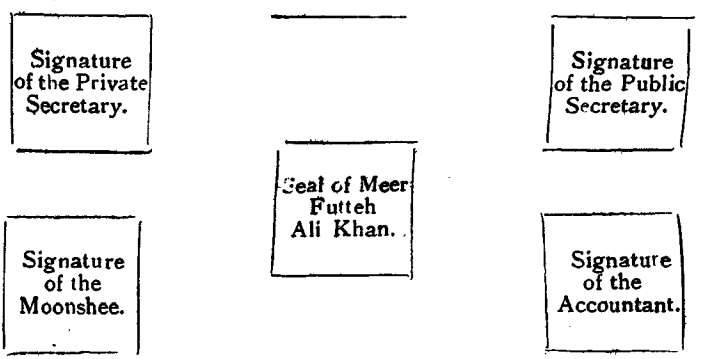
Upon every camel-load of indigo brought from Khorassan to be exported, if large, Rupees 22, if small, Rupees 15.

Upon assafœtida brought from Khorassan to be exported, Rupees 14 per 8 maunds.

Upon all articles besides those brought from up the country and immediately exported, Rupees 2 per cent. (not excused).

Fees.

Upon lead and iron, if purchased in Kurrachee and sent abroad, a fee to the Collector of Rupee 1 on each maund of lead, and on each maund of iron annas 8.


Signature of the Private Secretary.
Signature of the Public Secretary.
Seal of Meer Futteh Ali Khan.
Signature of the Moonshee.
Signature of the Accountant.

The Jagiredars, Patels, Magistrates, Collectors, and Farmers, at this period and hereafter, of the city of Tatta and of Shah-bunder in Sindh and in Lar, the dominions of the State, will understand that at this time N. Crow, Englishman, vakeel of the asylum of valor, wisdom, dignity, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the noble, powerful, exalted, magnificent Company Bahadoor, the seat of splendor, strength and excellence, has reached our presence and requested an adjustment and settlement of affairs of commerce for the factory of his patrons. Intent, therefore, upon maintaining the friendship of the above-mentioned illustrious Company, we have

directed an arrangement for the collection of customs upon merchandise, export and import, to and from foreign countries and ports, and sales and purchases in the dependencies of Sindh under our sovereignty. It is commanded that the collection of customs upon goods of commerce, export and import, to and from other countries and ports and purchases and sales in the territories of our government, be made according to the duties subjoined, as in the time of the deceased Prince Gholam Shah Kalhora, and no further exaction be exercised, and besides the English Resident no other person of the European nations shall be allowed to pass repass, or trade. On the articles of saltpetre, liquid and crystallized, whenever in the territories of the State the English may choose to manufacture it, the customs are to be collected the same as during the reign of Meer Gholam Shah Kalhora; four beegahs of garden ground to be exempted from land or fee tax. Also the dulol, moody, washerman, miller, carpenter, bricklayer, and shroff, dependent on the factory, are according to the custom of the aforementioned reign, to be considered privileged, and not to be pressed on government service, nor compelled to purchase government property, that the agents of the English may with confidence and tranquillity be industrious in the increase of their trade and our customs. On account of weight or measure of goods and the inspection of trunks and the Resident's clothes and baggage, no molestation shall be offered but his invoice and word be accepted; towards the building of any new factory of the English, every assistance must be given, and the hire of the labourers be paid by the English agent. In respect to demands on articles of consumption and apparel of the English and the crews of their ships, and the fee Moree on ships, boats and dingeys, the rules of Meer Gholam Shah's reign are to be observed. If by accident any ship or boat or dingey, belonging to the English, coming or going with goods to or from the factory in Sindh, should either on the sea coast or in the river be stranded or sunk, every assistance towards recovering her must be given that she may be returned, and all expenses of labour must be discharged by the Resident of the English. On whatever goods of the English factory, from their countries, which not finding sale may be returned, the customs are to be regulated by the usage in force in the time of Gholam Shah Kalhora; no variation nor condition must be adopted.

Account of duties on all goods at Tatta, agreeably to the usage in the reign of Meer Gholam Shah Kalhora, according to the report of established imposts, signed by Sheikh Beg Mahomed and Ensur Doss, former Collectors at that place.

Munzillanes from 500 to 200 maunds' weight of goods brought from Shah-bunder to Tatta Ghaut, Tatta Rupees 106; from 300 to 600 maunds, Tatta Rupees 81; from 100 to 300 maunds, Tatta Rupees 56, under 100 maunds, 5 annas per maund if brought by water, and 2 annas per maund if by land. Koot, assafœtida, shawls, and northern piece goods, imported or exported, Rupee 1 and ½ Tatta price on the valuation in Chutney Rupees.

Woollens brought from Shah-bunder to pay 8 annas per maund.

On purchase of piece goods in Tatta sent to Shah-bunder or any of the dependencies of Sindh, the customs to be according to the usage of Gholam Shah Kalhora, or by the collections of Sheikh Hussein Zaradar, and fees of appraisement agreeably to the custom of other merchants.

Customs of the mint on stamping copper coins, Rupees 6 Chutney per maund.

On the valuation of ivory in Chutney Rupees, 9 Tatta Rupees per cent. to be collected from the purchaser.

Customs upon grain of the first sort, 12 annas per Rhinwar, and Wukia Nigarie, 12 annas per 300 Rhinwars; on the second sort, 6 annas per Rhinwar, and Wukia Nigarie 12 annas per 300 Rhinwars; grain purchased in Tatta and exported, Tatta Rupees 3 duty upon each Rhinwar, and the fee of bales, Rupees 2 and ¼, and Choongee from each Rhinwar 3 Togas.

Fees of permission to purchase grain and to export it to Shah-bunder, Tatta Rupee 1 and ½ per Rhinwar on the first sort, and 12 annas per Rhinwar on the second sort.

Chitty, Seelamuty and Manzillanee fees of passing and shipping, according to the practice in force among other merchants; small grain exported to Shah-bunder to pay Rupees 4 Chutney per cent. valuation.

Customs upon imported goods to be levied from the English at Rupee 1 and ½ Chutney per cent. on the valuation.

Customs upon saltpetre, liquid and crystallized, Rupee 1 and ½ Tatta per cent. valuation.

Fees on boats laden with goods brought from abroad, at Tatta Rupee 1 and 38 pice in full.

Moree upon hired boats to be levied from the owners, according to the custom of the country, and Tatta Rupee 1 upon those the property of the English.

Customs upon camels, horses, oxen, and other animals, Rupees 5 annas 12 per cent. valuation in full of all fees.

Customs upon burned and lacquered ware, as trays, boxes, etc., Tatta Rupee 1½ per cent. valuation.

Imports upon dried and green fruits, vegetables, pickles, etc., half the usual rates paid by the subjects of the country.

On hay purchased, Rupee 1 Chutney per 16 bundles; Rupee 1 upon eight loads of wood; Rupee 1 soortee upon 6 maunds chunam; and annas 2 per maund on lime burnt at home.

Gum produced in the garden to be sold to the Ziccadur on the same terms as by the husbandmen.

Customs upon timber used in building to be half what is established; Chobar and Rumbeybuney fees Tatta Rupee 1 upon every boat-load of goods coming and going, and Moree upon every hired boat according to custom.

Dutolles upon jukt goods annas 12 Chutney per cent.

Roosum Canoongo fees:—Water carriage from 500 to 2,000 maunds, Tatta Rupees 4; from 300 to 500 maunds, Rupees 3; from 100 to 300 maunds, Rupees 2 and ¼; Thokas, Barbundy, and Chobar, according to the rules in force during the time of Gholam Shah, upon all amounts under Rupees 100, Chutney pice 3 per Rupee. Goozur Swijee, the writer who could have given information on this head, is dead. The customs of Meer Gholam Shah Kalhora to be levied, besides which, the fee of equipment upon goods that formerly the Nukeemys used to receive as a kind of charity from the English factory in the time of the Collectorship of Chundy Ram is now comprised in the revenues of government and is at its disposal.

Account of customs at Shah-bunder, in the pergunnah of Rukahi, according to the usage in the time of Gholam Shah Kalhora, as by copy of the established rates signed and sealed by Sheikh Beg Mahomed and Ensur Doss, former Ziccadurs.

Imports from sea which in the time of Mahomed Murad-ul Khan were subjected to customs and excused by Mir Gholam Shah, are now likewise excused.

Articles of Tatta exported from Shah-bunder to pay Tatta annas 7 and ½ per cent. on the invoice purchase turned into Chutney Rupees. Grain and ghee purchased in the pergunnah of Rakrata and exported to pay Tatta Rupee 1 and ½ per cent.

On articles brought up from the country through Tatta, according to the amount settled there, Tatta Rupee 1 per cent. when exported. Luwazimeh Pymany 1 Tryah upon each Rhinwar; ubwant ivory Tatta annas 12 upon 80 Rhinwar; ubwant Mulsulmany Tatta anna 1 each Rhinwar; Tatta annas 11 on every bundle of hides exported.

Luwazimeh Choongee 1 Nud on every 100 maunds of Chunnea exported annas 12 per cent. on the sale of ivory valued in Tatta Rupees.

Customs upon goods imported, which may afterwards be sent from the factory by land or water to Tatta.

Tatta Rupees 11 annas 7 on boat-loads above 100 maunds; Tatta annas 2 per maund land carriage. Upon grain purchased in Rakrala and sent to Tatta, 20 pice per Rhinwar of the first sort and 5 pice on the second sort, and Pymany 1 Tryah on each Rhinwar.

Customs of the zemindaree of Shah-bunder, according to the ancient rule in the time of Jam Dussir as above mentioned; Tatta Rupee 1 and ¼ per cent. on all exports according to the English invoice, and annas 12 on imports.

Luwazimeh Munzillana, each boat Tatta Rupees 24, and 1 quarter 1 anna per maund land carriage; ivory sent up the country to Naseerpore and Hutty Kandy, annas 10 per cent. Tatta Rupees valuation. The Canoongo customs of Rakrala, according to the present usage.

Luwazimeh ivory, Tatta Rupee 1 and ½ upon 80 Rhinwars, exported or imported, of 8 maunds' weight, or else Rupees 100 per value each Rhinwar.

Luwazimeh Mulsulmany, ½ an anna each Rhinwar.

As all the established rates of the reign of Meer Gholam Shah Kalhora are not to be found, the customs to be collected in all places in Sindh and Lar, under the jurisdiction of the State, must be conformable to the copy of a perwannah of that time in their (the English) possession, namely, Tatta Rupee 1 and ½ per cent. customs and half the usual fees. Maitre Chundy Ram, Customs-master of Tatta and Shah-bunder, and Tar Umal and Man Umal, Collectors of Sindh and Lar, will act conformably to this without deviation or contradiction.

Dated 21st of Rulba-ool Awul in the year of the Hegira 1214, or the 23rd of August 1799 of the Christian era.

By imperial command the purport of this Sunnud is to be observed from the date thereof.

Seal of the Prince Meer Futteh Ali Khan.

Smaller Seal of the Prince.

The collectors and farmers, at the present time and hereafter, of the town of Kurrachee, will understand that Mr. Crow, Englishman, vakeel of the asylum of valour, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, renowned, and powerful English East India Company, has had the honour of rendering himself at our presence, and having by his fidelity, attention, and attachment cemented the union and friendship of the two governments, we have therefore, out of our gracious favour and particular regard to the satisfaction and convenience of the illustrious Company above mentioned, resolved to remit one-third of the fee of Foujdaree, which is one and a half per cent. on the value of all merchandize, and entirely to excuse the fee of moajdurea, and likewise the fee of moree on all dingeys and ships, for two importations of the same vessel in one year: you are by this writing instructed of our having granted these exemptions, and ordered to consider them in effect from the date of this Sunnud, and to act conformably.

Two-thirds of the fee of the Foujdaree and two-thirds of the Customs according to our former Sunnud, you will not fail to recover and to carry to account.

Dated the 17th Leckyde 1214 of the Hegira, or 12th of April 1800 of the Christian era.

Issued from the presence.

Seal of the Prince Meer Futteh Ali Khan.

The killedars and officers of the town of Kurrachee will understand that Mr. Crow, Englishman, being ranked by us amongst our sincere and faithful adherents, therefore, out of regard to him and respect to his patrons, we hereby direct that if he pass in or out of the gates of the fort with arms, you do not on that account offer him any molestation or hindrance, but in all your behaviour observe kindness and cordiality; you will consider this command peremptory.

Dated the 19th of Leckyde, or the 14th of April 1800.]

No. CXX

TREATY with the AMEERS of SINDH, August 22nd, 1809.

Seal of His Highness Meer Gholam Ali.

ARTICLE 1.

There shall be eternal friendship between the British Government and that of Sindh, namely, Meer Gholam Ali, Meer Kureem Ali, and Meer Murad Ali.

ARTICLE 2.

Enmity shall never appear between the two States.

ARTICLE 3.

The mutual despatch of the vakeels of both governments, namely the British Government and Sindhian Government, shall always continue.

ARTICLE 4.

The Government of Sindh will not allow the establishment of the tribe of the French in Sindh.

Written on the 10th of the month of Rujeeb-ool-Moorujub in the year of the Hegira 1224, corresponding with the 22nd of August 1809.

(Sd.) MINTO.

Ratified by the Right Honourable the Governor-General at Fort St. George, the 16th of November 1809.

Seal.

(Sd.) N. B. EDMONSTONE,
Secretary.

No. CXXI.

TREATY between the HONOURABLE EAST INDIA COMPANY on the one hand and the AMEERS of SINDH on the other, November 9th, 1820.

The British Government and the Government of Sindh having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Mir Ismael Shah was invested with full power to treat with the Honourable the Governor of Bombay, and the following articles were agreed on between the two parties :—

ARTICLE 1.

There shall be perpetual friendship between the British Government on the one hand and Meer Kurreem Ali and Meer Murad Ali on the other.

ARTICLE 2.

Mutual intercourse by means of vakeels shall always continue between the two governments.

ARTICLE 3.

The Ameers of Sindh engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish or compel them to quit the country.

ARTICLE 4.

The Ameers of Sindh engage to restrain the depredations of the Khoosas

and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

Seal of the Honourable East India Company.

(Sd.) M. ELPHINSTONE.

Bombay, 9th November 1820.

In the name of the Merciful God. This is the Treaty which I, Meer Ismael Shah, vakeel of Shah Meer Kureem Ali Khan Rookn-ood-Dowla and Meer Shah Murad Ali Khan Ameer-ood-Dowla, concluded with Mr. Elphinstone, Governor of the populous port of Bombay, on Thursday, in the month of Suffer 1236 Hegira. If it pleases God, there will be no difference to a hair's breadth.

Seal of Ismael Shah.

Note.—The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

No. CXXII.

TREATY with MEER ROOSTUM KHAN, CHIEF of KHEIRPORE.

A Treaty, consisting of four Articles, having been concluded on the 2nd Zeekad 1247 A.H., corresponding with the 4th April 1832, between the Honourable East India Company and Meer Roostum Khan, Talpore, Bahadoor, Chief of Kheirpore, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains in the manner following:—

ARTICLE 1.

There shall be eternal friendship between the two States.

ARTICLE 2.

The two contracting powers mutually bind themselves from generation to generation never to look with the eye of covetousness on the possessions of each other.

ARTICLE 3.

The British Government having requested the use of the river Indus and the roads of Sindh for the merchants of Hindoostan, etc., the Government of Kheirpore agrees to grant the same within its own boundaries, on whatever terms may be settled with the Government of Hyderabad, namely, Meer Murad Ali Khan, Talpore.

ARTICLE 4.

The Government of Kheirpore agrees to furnish a written statement of just and reasonable duties to be levied on all goods passing under this Treaty, and further promises that traders shall suffer no let or hindrance in transacting their business.

Honourable Company's Seal.

(Sd.) W. C. BENTINCK.

Governor-General's Seal.

NO. CXXIII.

TREATY with the GOVERNMENT of HYDERABAD in SINDH.

A Treaty, consisting of seven Articles, having been concluded on the 18th Zechy 1247 A. H., corresponding with 20th April 1832, between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B. and G. C. H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

ARTICLE 1.

That the friendship provided for in former Treaties between the British Government and that of Sindh remain unimpaired and binding, and that this stipulation has received additional efficacy through the medium of Lieutenant-Colonel Pottinger, envoy, etc., so that the firm, connecting and close alliance now formed between the said States shall descend to the children and successors of the house of the above-named Meer Murad Ali Khan, principal after principal, from generation to generation.

ARTICLE 2.

That the two contracting powers bind themselves never to look with the eye of covetousness on the possessions of each other.

ARTICLE 3.

That the British Government has requested a passage for the merchants and traders of Hindoostan by the river and roads of Sindh, by which they may transport their goods and merchandize from one country to another, and the said Government of Hyderabad hereby acquiesces in the same request on the three following conditions:—

1st.—That no person shall bring any description of military stores by the above river or roads.

2nd.—That no armed vessels or boats shall come by the said river.

3rd.—That no English merchants shall be allowed to settle in Sindh, but shall come as occasion requires, and having stopped to transact their business, shall return to India.

ARTICLE 4.

When merchants shall determine on visiting Sindh, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said Government of Hyderabad by the Resident in Kutch, or other officer of the said British Government.

ARTICLE 5.

That the Government of Hyderabad having fixed certain proper and moderate duties to be levied on merchandize and goods proceeding by the aforesaid routes, shall adhere to that scale, and not arbitrarily and despotically either increase or lessen the same, so that the affairs of merchants and traders may be carried on without stop or interruption, and the custom-house officers and farmers of revenue of the Sindh government are to be specially directed to see that they do not delay the said merchants on pretence of awaiting for fresh orders from the government, or in the collection of the duties, and the said government is to promulgate a Tariff or Table of Duties leviable on each kind of goods, as the case may be.

ARTICLE 6.

That whatever portions of former Treaties entered into between the two States have not been altered and modified by the present one remain firm and unaltered, as well as those stipulations now concluded, and by the blessing of God no deviation from them shall ever happen.

ARTICLE 7.

That the friendly intercourse between the two States shall be kept up by the despatch of vakeels whenever the transaction of business, or the increase of the relations of friendship, may render it desirable.

Honourable Company's Seal.

(Sd.) W. C. BENTINCK.

Governor-General's Seal.

SUPPLEMENTAL to the TREATY with the GOVERNMENT of HYDERABAD, in SINDH.

The following Articles of engagement having been agreed on and settled on the 22nd April 1832 between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, as supplemental to the Treaty concluded, on the 20th April 1832, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the said Honourable East India Company, under full power and authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G. C. B., and G.C.H., Governor-General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following :—

ARTICLE 1.

It is inserted in the 5th Article of the Perpetual Treaty that the Government of Hyderabad will furnish the British Government with a statement of duties, etc., and after that the officers of the British Government who are versed in affairs of traffic will examine the said statement. Should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed ; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties.

ARTICLE 2.

It is as clear as noonday that the punishment and suppression of the plunderers of Parkhur, the Thull, etc., is not to be effected by any one government, and as this measure is incumbent on and becoming the States as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated that on the commencement of the ensuing rainy season, and of which Meer Murad Ali Khan shall give due notice, the British, Sindh, and Jodhpore governments shall direct their joint and simultaneous efforts to the above object.

ARTICLE 3.

The governments of the Honourable East India Company and of Khairpore, namely, Meer Roostum, have provided, in a Treaty concluded between the States, that whatever may be settled regarding the opening of the Indus at Hyderabad shall be binding on the said contracting powers. It is therefore necessary that copies of the Treaty should be sent by the British and Hyderabad governments to Meer Roostum Khan for his satisfaction and guidance.

Honourable Company's Seal.

(Sd.) W. C. BENTINCK.

Governor-General's Seal.

No. CXXIV.

Commercial Treaty between the Honourable the East India Company and the Government of Hyderabad in Sindh, dated 2nd July 1834.

Whereas in the 1st Article of the Supplemental Treaty concluded between the Honourable East India Company and the Government of Hyderabad on the 22nd day of April 1832, corresponding with the 20th of Zeekad 1247 Hegira, it was stipulated that the Government of Hyderabad was to furnish the British Government with a statement of duties, etc., and "after that the officers of the British Government who are versed in affairs of traffic shall have examined the same statement, should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties." Now according to the terms of the above stipulation, the contracting States having made due inquiry, hereby enter into the following agreement :—

Article 1.

In lieu of a duty on goods proceeding up or down the river Indus, in virtue of the 5th Article of the perpetual Treaty of Hyderabad, there shall be levied on the rivers, between the sea and Roopur, a toll on each boat of Tatta Rupees 19 per Tatta khurrar, of which amount Rupees 8 shall be receivable by the governments of Hyderabad and Kheirpore, and Rupees 11 by the other States possessing dominions on the banks of the rivers, namely, His Highness Bhawul Khan, Maharaja Runjeet Singh, and the Honourable the East India Company.

Article 2.

To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts and consequent altercation and delay, touching the size of boats the toll is fixed on 30 Tatta khurrars. Be a boat large or small, she will pay toll according to this, and whether she measures 5 khurrars or 100 khurrars, she will be reckoned as one of 30.

Article 3.

The portion of the toll above described, appertaining to Sindh, and amounting to Tatta Rupees 240 on each boat, shall be levied at the bunder or port of the mouth of the river where the cargoes are transferred from the river to the sea boats, and *vice versâ*, and divided as the governments of Hyderabad and Kheirpore may think best.

ARTICLE 4.

For the purpose of assisting in the realization of the toll due to Sindh, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others on the questions of hire, etc., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist, between the States, it is settled that a British Agent (who shall not be an European gentleman) under the authority of Lieutenant-Colonel Henry Pottinger, Agent to the Governor-General of India for the affairs of Sindh, shall reside at the bunder or port at the mouth of the river where cargoes are transferred from one description of boat to another; and the British Government binds itself that the said Agent shall neither engage in trade, nor interfere in any way with the fiscal or any other affairs of the Sindh government. It is further settled that, when occasion connected with this Treaty may render it advisable, the Governor-General's Agent for the affairs of Sindh shall have the power of deputing one of his Assistants to the above described bunder or port, to settle any discussions that may have arisen; after doing which he is to return to Bhooj.

ARTICLE 5.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated that should any portion, however small or great, or of whatever description, of the merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize or goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties as levied by the respective governments within their own territories; the purpose of the toll agreed to by this Treaty being not to supersede or set aside the established dues of the different States, but to repay the expense to which the governments will necessarily be subjected in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this 5th Article that the governments have no claim to duties on merchandize merely passing up or down the river, and that the toll is all that is to be demanded, but should any portion, however small or large, of goods be landed and sold, then the usual duties will be levied.

Written on the 2nd day of July 1834, corresponding with the 24th of Suffer 1250 A. H.

(Sd.) W. C. BENTINCK.
„ FREDERICK ADAM.
„ W. MORISON.
„ Ed. IRONSIDE.

Ratified by the Governor-General in Council at Ootacamund on 2nd September 1834.

(Sd.) W. H. MACNAGHTEN,
Secy. to Govt. of India.

No. CXXV.

COMMERCIAL ARTICLES entered into with the GOVERNMENT OF HYDERABAD, in SINDH, by COLONEL HENRY POTTINGER, AGENT to the GOVERNOR-GENERAL for the affairs of Sindh, in virtue of authority vested in him by the RIGHT HONOURABLE LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL OF INDIA in COUNCIL —1836.

PROPOSAL 1ST.

The coast of Sindh has no hills, and is so low and level that it is very difficult and even sometimes impossible to discover the proper entrance to the mouths of the river. Permission is therefore requested to lay down buoys in the water, and to erect wooden landmarks on the shore at the proper spots, which buoys and marks can be changed when alterations take place in the river.

ANSWER 1ST.

Agreed.—Beacons may be erected on shore, and buoys laid down in the water, and changed as may become requisite from alterations in the river.

PROPOSAL 2ND.

Cases will sometimes occur, notwithstanding these precautions, in which from foul winds or storms, vessels intending to come into the river will not be able to do so, and they must in that event seek for shelter in any port they can reach. The examination of the whole of the coasts and harbours of Kutch and Sindh from Mandavee to Kurrachee has therefore been ordered, and His Highness is requested to instruct his officers to this effect. Vessels of war will not be employed on this duty, and when the harbour of Kurrachee is to be examined (which it has not been since the mission of Mr. Smith in the year of the Hegira 1224), the officer will make a special application, through the Agent, for a perwannah to the Nawab of Kurrachee, to furnish a small boat, and one or two experienced men to assist.

ANSWER 2ND.

Agreed.—A boat and men will be furnished when applied for.

PROPOSAL 3RD.

The anchorage fees (mohoree) on boats at Kikkur varies agreeable to their size. To prevent disputes and to encourage the resort of merchants to that and the other bunders at the mouths of the river, these fees are recommended to be reduced and defined, in order that information thereof may be given to the merchants concerned.

ANSWER 3RD.

The settlement of this matter is left to Colonel Pottinger, and the officers of this government (Hyderabad) will be ordered to levy such anchorage fee as he may fix.

N.B.—Colonel Pottinger decided that each boat should pay half a Rupee in addition to the toll established by Treaty.

PROPOSAL 4TH.

Syud Azimooddeen Hossein, the Native Agent appointed by the Governor-General to reside at the mouths of the river, has arrived with me and is now about to proceed to his station. It is begged that His Highness will give orders to all the authorities to be kind and attentive to the Syud, and to refer to him in the event of any disputes about the toll on the sea, or river boats, or other matters which are to be strictly guided by Treaty, and any extra duties or demands not authorized by it to be positively prohibited.

ANSWER 4TH.

Agreed.—The officers of this government (Hyderabad) will receive particular instructions to the effect proposed.

PROPOSAL 5TH.

As the best season for sending goods up the river happens to be that at which they cannot be imported by sea, it becomes requisite to make some arrangement on this account. It is therefore to be arranged that all persons bringing goods to carry up the river may land them and place them in a warehouse or stores at Kikkur or Tatta, under the seal of the Native Agent before mentioned, until the proper season for their despatch up the river arrives. Any portion of such goods if sold at any time will

ANSWER 5TH.

Agreed.—Goods may be either warehoused, as proposed, at Kikkur or Tatta.

of course be subject to the duties established by Treaty, and after they are once stored, no package is to be removed or opened without the leave of the Native Agent, else the full duties must be paid on such package.

PROPOSAL 6TH.

It is the wish of the Governor-General to establish fairs, to be held annually, and to which merchants from all nations would bring their goods and sell or exchange them for those of others. Thus merchants from Bulkh, Bokhara, Toorkistan, Cabool, etc., would bring the production of those countries and exchange them for the produce of Europe, India, etc., which would be brought from India and Sindh by their merchants. If the Government of Sindh would give due encouragement, one of these fairs might be established in its territories, which would be a great source of wealth to the people and increase of revenue to the State. It is intended to propose to Maharajah Runjeet Singh to have one of these fairs held at Methunkote, or some place in that neighbourhood ; and should the Ameers of Sindh approve of it, a similar one might be held yearly at Tatta.

ANSWER 6TH.

Agreed.—A fair may be established and held either at Tatta or Kikkur.

PROPOSAL 7TH.

The Governor-General of India directs me to explicitly state that he looks to the Government of Sindh to keep the Muzarees in complete check and to suggest how this is to be done effectually. If my advice is required, I will be ready to give it.

ANSWER 7TH.

The restraining and punishing of the Muzarees rests with this government (Hydrabad). When the Seikh troops are removed, what power have the Muzarees to disturb the country or molest boats ? This government binds itself to be responsible for them.

PROPOSAL 8TH.

The Hyderabad government must say distinctly whether it is responsible for the acts of the Kheirpore and Meerpore Ameers, as connected with the river and traffic by it, because if not, it will be requisite to enter into separate engagement with them, a measure which has been hitherto avoided out of respect to the paramouncy of Noor Mahomed Khan.

ANSWER 8TH.

This government (Hyderabad) is responsible as herein described.

PROPOSAL 9TH.

Amongst the minor arrangements the Ameer's sanction is required to cutting down the jungle along the banks of the river, where it may be found necessary to do so to facilitate tracking.

ANSWER 9TH.

Agreed to, with the exception of those parts of the river banks which are occupied by the Ameer's hunting preserves (shikargahs), which would be injured by cutting down the trees and jungle. All trees that may fall into the water and impede the progress of boats will be removed by persons belonging to the Sindh government, but not at its expense.

PROPOSAL 10TH.

The general superintendence of a British officer seems to the Governor-General and to Colonel Pottinger to be almost indispensable to give effect to the views of the British Government, to the cordial aid and union of that of Sindh, and to the prevention of disputes correspondence, etc.

ANSWER 10TH.

This proposition is already met by the perpetual Treaty. A gentleman may come whenever it is expendient and stay two or three months. To this no objection will be offered.

PROPOSAL 11TH.

It is to be observed that the governments must not be deterred from commencing on some of these arrangements by the apparent difficulty of effecting them. Every important matter looks difficult at first, but all obstacles give way to exertion and encouragement in the course of time.

ANSWER 11TH.

No difficulty can possibly exist where the friendship is sincere.

Dated at Hyderabad on the 18th of Shaban 1252 Hegira, or 28th of November 1836.

No. CXXVI.

TREATY between the HONOURABLE EAST INDIA COMPANY and the AMEERS of SINDH, CONCLUDED by COLONEL HENRY POTTINGER, Agent to the Governor-General for Sindh, on the one part, and THEIR HIGHNESSES MEER NOOR MAHOMED KHAN and MEER NUSSEER MAHOMED NUSSEER KHAN, on the other, April 20th, 1838.

ARTICLE 1.

In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sindh, the Governor-General in Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sindh and Maharaja Runjeet Sing, so that peace and friendship may be established between the two States.

ARTICLE 2.

In order to secure and improve the relations of amity and peace which have so long subsisted between the Sindh State and the British Government, it is agreed that an accredited British Minister shall reside at the Court of Hyderabad, and that the Ameers of Sindh shall also be at liberty to depute a vakeel to reside at the Court of the British Government; and that the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

Ratified by the Right Honourable the Governor-General at Simla, this 20th day of April 1838.

(Sd.) AUCKLAND.

No. CXXVII.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MEER ROOSTUM KHAN of KHEIRPORE—1838.

ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interest between the Honourable East India Company and Meer Roostum Khan, Talpore, and his heirs and successors, from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

ARTICLE 2.

The British Government engages to protect the principality and territory of Kheirpore.

ARTICLE 3.

Meer Roostum Khan and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and not have any connexion with any other Chiefs and States.

ARTICLE 4.

The Ameer, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

ARTICLE 5.

The Ameer, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

ARTICLE 6.

The Ameer will furnish troops according to his means at the requisition of the British Government, and render it all and every necessary aid and assistance throughout his territory during the continuance of war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a dám or déram of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank or that bank of the river Indus.

ARTICLE 7.

The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality, nor will any of the Baloches servants, dependants, relatives, or subjects of the Ameer be listened to should they complain against the said Ameer.

ARTICLE 8.

In order to improve, by every means possible, the growing intercourse by the river Indus, Meer Roostum Khan promises all co-operation with the other powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

ARTICLE 9.

In order to further secure the relations of amity and peace which have so long subsisted between the Kheirpore State and the British Government, it is agreed that an accredited British minister shall reside at the Court of Kheirpore, and that the Ameer shall also be at liberty to depute an Agent to reside at the Court of the British Government, and the British Minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

ARTICLE 10.

This Treaty of nine Articles having been concluded, and signed and sealed by Lieutenant-Colonel Sir A. Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

Done at Kheirpore, this 24th day of December 1838, corresponding with the 6th day of Shaval A. H. 1254.

(Sd.) ALEX. BURNES,
Envoy to Kheirpore.

Ratified by the Right Honourable the Governor-General of India in Camp Bhagapoorana on the 10th January 1839.

(Sd.) H. TORRENS,
Offg. Secy. to the Govt. of India, with the Governor-General.

SEPARATE ARTICLE—183.

Since the British Government has taken upon itself the responsibility of protecting the State of Kheirpore from all enemies now and hereafter, and neither coveted any portion of its possessions nor fortresses on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor-General, in time of war, should seek to occupy the fortress of Bukker as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate Article having been concluded, signed and sealed by Lieutenant-Colonel Sir Alexander Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor-General shall be exchanged within forty-five days from the present date.

Done at Kheirpore, this 24th day of December 1838, corresponding with the 6th day of Shaval A. H. 1254.

(Sd.) A. BURNES,
Envoy to Kheirpore.

The GOVERNOR-GENERAL to MEER ROOSTUM KHAN, of KHEIRPORE, Camp Bhagapoorana, 10th January 1839.

The judicious mediation of your friend Sir A. Burnes, the highly esteemed and able Agent of my government now with you, has by the blessing

of God brought about the establishing of our mutual good understanding by Treaty on a firm and lasting basis.

The support afforded to you by the guarantee of the British Government will, I am well assured, prove a source of future strength, and, if it be God's will, of continued prosperity, to your country; and I am glad to acknowledge the advantages which I hope to derive from your alliance and support in the warlike operations which I am about to undertake.

Having entered into a Treaty with Your Highness in all honesty and good faith, I should be sorry to find any part of the written agreement between us so worded as to leave either your successors or mine under the supposition that we concluded our compact in a spirit, on the one side or the other, of any thing like jealousy or distrust.

The mention, however, of a previous written agreement, in every instance, as to the temporary character of the occasional occupation of Sindh by the English, is calculated to convey this unpleasant idea.

I have therefore struck it out; and in place of inserting a sentence which casts a doubt on the sincerity of our intentions, I address you this friendly letter, as a lasting assurance of the plain meaning and purpose of the words of the separate Article, namely, that the British shall avail themselves of the fort of Bukker, the citadel of their ally the Meer of Kheirpore, only during actual war and periods of preparing for war like the present.

I trust that this mode of re-assuring Your Highness will have the double effect of setting your mind at ease and of putting you in possession of a written testimony to my intentions, such as may remain among your records in pledge of the sincerity of the British Government.

I have, etc.,

(Sd.) AUCKLAND.

AGREEMENT with MEER MOBARIK KHAN, of KHEIRPORE—1838.

Whereas Treaties of firm friendship and sincere amity have long been established between the government of the East India Company and that of Kheirpore, in Sindh, at the present time, agreeably to the request and desire of His Highness Meer Roostum Khan, Talpore, and for the satisfaction of His Highness Meer Mobarik Khan, Talpore, the following additional agreement has been made through the agency of Lieutenant-Colonel Sir Alexander Burnes, Knight, envoy on the part of the Governor-General, in virtue of full powers vested in him by the Right Honourable George Lord Auckland, G.C.B., Governor-General of India, etc., etc., etc.

The East India Company hereby agrees never to covet one real of the revenue of the share of Sindh in possession of Meer Mobarik Khan, nor to interfere in its internal management.

The said Company further agrees to preserve the same friendly relation towards the said Meer Mobarik Khan and his descendants that it does towards

Meer Roostum Khan, in conformity with the terms of the Treaty now made with His Highness Meer Roostum Khan.

Done at Kheirpore, this 28th day of December 1838, corresponding with the 11th day of Saval 1254 A.H.

(Sd.) A. BURNES.

Ratified by the Right Honourable the Governor-General, Camp Dunowla, on the 16th of January 1839.

(Sd.) H. TORRENS,
Offg. Secy. to the Govt. of India, with the Governor-General.

The same to Mir Muhammad Khan and Mir Ali Murad Khan.

No. CXXVIII.

AGREEMENT for the surrender of KURRACHEE, February 7th, 1839.

Hassel Ben Butcha Khan, Subadar in the employ of the Governor of the fort and town of Kurrachee, and the late Commandant of the fort on the point at the entrance of the harbour, has been this third day of February one thousand eight hundred and thirty-nine sent on board Her Britannic Majesty's Ship *Wellesley* by the said Governor (Khyer Mahomed) with full powers to treat with the British authorities for the surrender of the said fort and town of Kurrachee, accompanied by Synah Khan, in the service of Meer Noor Mahomed, who had been sent for the same purpose by Ali Rakhi to treat on the part of the civil government of the town.

It is, therefore, this day agreed by the said Hassel Ben Butcha Khan and Synah Khan, in the name of the said two Governors on the one part and His Excellency Rear Admiral Sir Frederick Lewis Maitland, K.C.B.O., Commander-in-Chief of Her Britannic Majesty's naval forces in the East Indies, and Brigadier Thomas Valiant, K.H., Commanding the British reserve Military force in Sindh, in the name and on behalf of the Honourable East India Company, on the other part.

ARTICLE 1.

That the full possession of the fort and town of Kurrachee shall be this day given up by the aforesaid Governor to the British forces.

ARTICLE 2.

That the British land forces under the command of the said Brigadier Valiant shall this day, or as soon after as the Brigadier may deem it convenient, be allowed to encamp near the town, and that such boats shall be

supplied by the native government as may be required by the British army upon payment of the usual boat hire for them, as also such camels and other means of conveyance as may be hereafter necessary, upon the like terms; as well as that all kinds of provisions and other supplies shall be furnished for the use of the said British forces as they may stand in need of and require, the same being paid for at the usual rates of the country.

In consequence of the fulfilment of these terms, the British officers before mentioned agree, in the name of the Honourable East India Company, that the persons and property of all the inhabitants of the fort and town of Kurrachee shall be held sacred, and that they shall be at liberty to carry on their business as heretofore; that their trading vessels shall be allowed to enter the port, and trade as usual without the slightest interruption; and further that the civil government of Kurrachee shall be carried on by the authorities of the place.

In witness whereof we have, this third day of February one thousand eight hundred and thirty-nine set our hands hereunto, on board Her Britannic Majesty's Ship *Wellesley*, off Kurrachee.

(Sd.) FRED. LEWIS MAITLAND,
Rear Admiral and Commander-in-Chief of H. B. M. Naval Forces in India.

(Sd.) T. VALIANT,
Brigadier, Commanding Reserve Force in India.

The × mark of Hassel Ben Butcha.

The × mark of Synah Khan.

We, whose signatures are hereunto attached, ratify the above as the acts of our servants, in which we fully concur.

The × mark of Khyer Mahomed.

The × mark of Ali Rakhi.

Witness, this 7th day of February 1839.

(Sd.) J. GRAY,
Her Majesty's 10th Regiment.

(Sd.) T. POSTANS, *Lieut.*,
Interpreter to Reserve Force.

No. CXXIX.

TREATY between the BRITISH GOVERNMENT and the AMEERS OF HYDERABAD, *viz.*, MEER NOOR MAHOMED KHAN, MEER NUSSEER MAHOMED KHAN, MEER MEER MAHOMED KHAN, and MEER SOBDAR KHAN,— 1839.

Whereas Treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sindh ; and whereas circumstances have lately occurred which render it necessary to revise those Treaties ; and a separate Treaty has already been concluded between the British Government and Meer Roostum Khan of Kheirpore ; the following Articles have been agreed upon by the contracting parties :—

ARTICLE 1.

There shall be lasting friendship, alliance, and unity of interest between the Honourable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

ARTICLE 2.

A British force shall be maintained in Sindh and stationed at Tatta, or such other place westward of the river Indus as the Governor-General of India may select. The Governor-General will decide upon the strength of this force, which it is not intended shall exceed 5,000 fighting men.

ARTICLE 3.

Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, and Meer Meer Mahomed Khan bind themselves to pay severally the sum of one lakh of Rupees, being three lakhs of Rupees altogether of the Company's currency, or of that called Bakkroo, or Timooree, in part payment of the expense of the British force every year. Meer Sobdar Khan is exempted from all contribution to the expense of this force.

ARTICLE 4.

The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

ARTICLE 5.

The four Ameers, party to this Treaty, shall remain absolute rulers in their respective principalities ; and the jurisdiction of the British Government shall not be introduced into their territories. The officers of the British Government will not listen to or encourage complaints against the Ameers from their subjects.

ARTICLE 6.

The four Ameers, being confirmed in their present possessions by the preceding Article, will refer to the Resident in Sindh any complaint of aggression which one of them may have to make against another; and the Resident, with the sanction of the Governor-General, will endeavour to mediate between them and settle their differences.

ARTICLE 7.

In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-General by the Resident, the Governor-General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameers of Sindh will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; their amicable correspondence with friends and relations may continue.

ARTICLE 9.

The Ameers of Sindh will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a body of 3,000 troops, horse and foot, whenever required; these troops, when employed with the British forces, will be under the orders and control of the commanding officer of the British forces. The Sindh contingent troops, if employed under British officers beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted in the Sindh territories. If the officers of the British Government establish a mint within the territories of the Ameers, parties to this Treaty, and there coin the Bakkroo or Timooree Rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seigniorage on the coinage according to the customs of the country.

ARTICLE 11.

No toll will be levied on trading boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameers of Hyderabad.

ARTICLE 12.

But any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabaree or anywhere else (except at the British cantonment), such merchant shall pay the usual duties upon them.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor-General of India on the one part, and the Ameers Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameers in perpetuity; all former Treaties between the contracting parties not rescinded by the provisions of this engagement remaining in force.

This Treaty, consisting of fourteen Articles, having been signed in quadruplicate by the Right Honourable George Lord Aucland, G.C.B., Governor-General of India, at Bussee, on the 11th day of March 1839, one of these four documents will be separately granted, through Colonel H. Pottinger, Resident, Hyderabad, the negotiator of the Treaties, to each of the four Ameers on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sindh, Colonel H. Pottinger.

Dated the 11th March 1839. (Sd.) AUCKLAND.

No. CXXX.

TREATY of fourteen Articles between the BRITISH GOVERNMENT and the AMEER of MEERPORE, MEER SHER MAHOMED KHAN,—1841.

Whereas Treaties of amity and friendship have been concluded between the Honourable East India Company and the Ameers of Hyderabad, a separate Treaty on the same principle is now entered into between that

power and His Highness Meer Sher Mahomed Khan of Meerpore, and the following Articles have been agreed upon by the contracting parties:—

ARTICLE. 1.

That there shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameer of Meerpore, Meer Sher Mahomed Khan.

ARTICLE 2.

Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lakh of Rupees (50,000) of the Company's currency in part payment of the expense of the British force stationed in Sindh, *viz.*, on the 1st of February of each year.

ARTICLE 3.

The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpore from all foreign aggression.

ARTICLE 4.

Meer Sher Mahomed Khan shall remain sole ruler in his principality, and the jurisdiction of the British Government shall not be introduced into his territory; the officers of the British Government will not listen to or encourage complaints against the Ameer from his subjects.

ARTICLE 5.

The Ameer being confirmed in his present undisputed possessions by the preceding Article, will refer to the British representative in Sindh any complaint of aggression which he may make against any of the other Ameers; and the Political Agent, with the sanction of the Governor-General, will endeavour to mediate between them and settle their differences.

ARTICLE 6.

The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad shall be submitted to the decision of arbitrators appointed by both parties and an umpire appointed by the Political Agent.

ARTICLE 7.

In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor-General by the Political Agent, the Governor-General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

ARTICLE 8.

The Ameer will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; his amicable correspondence with his friends and relations may continue.

ARTICLE 9.

The Ameer will act in subordinate co-operation with the British Government for the purposes of defence, and shall furnish for the service of the British Government a proportional quota of troops to that supplied by other Ameers whenever required. These troops, when employed with British forces, will be under the orders and control of the commanding officer of the British forces; the Ameer's troops, if employed beyond the Sindh frontier, will be paid by the British Government.

ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted into the Ameer's territory.

ARTICLE 11.

No toll will be levied on trading boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameer.

ARTICLE 12.

But any merchandize landed from boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best season of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabaree or anywhere else (except at the British contonment), such merchant shall pay the usual duty.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor-General of India on the one part, and Meer Sher Mahomed Khan on the other part,

shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameer in perpetuity.

(Sd.) AUCKLAND.

Dated the 27th Rubbee-ool-awul 1257 A. H., corresponding with 18th June 1841 A. D.

Ratified and signed by the Right Honourable the Governor-General of India, at Fort William in Bengal, on the 16th August in the year of our Lord one thousand eight hundred and forty-one.

(Sd.) T. H. MADDOCK,
Secretary to the Government of India.

No. CXXXI.

DRAFT of a TREATY between the AMEERS of HYDERABAD and the BRITISH GOVERNMENT,—1842.

ARTICLE 1.

The Ameers of Hyderabad are relieved from the payment of all tribute to the British Government, which, under existing engagements, would become due after the 1st of January 1843.

ARTICLE 2.

The only coin legally current in the dominions of the Ameers of Hyderabad after the 1st of January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

ARTICLE 3.

The British Government will coin for the Ameers of Hyderabad such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 4.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and

for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value ; and such Rupees so coined for the Ameers shall be delivered to them within four months after the receipt, by the appointed officers, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 5.

The Ameers, in consideration, of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 6.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within one hundred yards of both banks of the Indus within the territories of the Ameers ; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from all exercise thereof so long as the Ameers shall provide, at the places to be named, such a quantity of wood fit for the purpose of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 7.

The following places and districts are ceded in perpetuity to the British Government : Kurrachee and Tatta, with such arrondissement as may be deemed necessary by Major-General Sir Charles Napier ; and, moreover, the right of free passage over the territories of the Ameers between Kurrachee and Tatta along such line, and within such limits on either side thereof as Major-General Sir Charles Napier may prefer ; and within such limits the officers of the British Government shall alone have jurisdiction.

ARTICLE 8.

All the rights and interests of the Ameers, or of any one of them, in Subzulkote, and in all the territory intervening between the present frontier of Bhawulpore and the town of Roree, are ceded in perpetuity to His Highness the Nawab of Bhawulpore, the ever faithful ally and friend of the British Government.

ARTICLE 9.

To the Meer Sobdar Khan, who has constantly evinced fidelity to his engagements and attachment to the British Government, is ceded territory producing half a lakh of annual revenue, such cession being made in consideration of the loss he will sustain by the transfer of Kurrachee to the British Government, and as a reward for his good conduct.

ARTICLE 10.

The Commissioner appointed by Major-General Sir Charles Napier for the execution of this Treaty will, after hearing the several Ameers, finally decide what lands shall be made over to Meer Sobdar Khan, in pursuance of the above Article, by the other Ameers.

ARTICLE 11.

Inasmuch as the territories to be ceded by the several Ameers, under the provisions of this Treaty, differ in annual value, and the amount of the tribute now payable by the several Ameers is not altogether the same, the Commissioner appointed by Major-General Sir Charles Napier shall hear the several Ameers as to the annual value of the lands so ceded, and shall declare what payments of money, or what cessions of land in lieu thereof, shall be made by the Ameers, who shall make no cession of lands, or cessions of lands of inferior value, to such as shall make such cessions of higher value under this Treaty, that so the value of the cessions made by the several Ameers (always excepting Meer Sobdar Khan) shall be as nearly commensurate as possible with the tribute to the payment of which each was before liable.

ARTICLE 12.

The remainder of the tribute now payable which shall not be absorbed in the making of such compensations, or lands yielding an annual revenue of equal amount, shall be at the disposal of the British Government, but the British Government will retain no portion thereof for itself.

Simla, November 4th, 1842.

DRAFT of TREATY between the BRITISH GOVERNMENT and the AMEERS OF KHEIRPORE,—1842.

ARTICLE 1.

The pergunnah of Bhoong Bhara, and the third part of the district of Subzulkote, and the villages of Gotkee, Maladee, Chaonga, Dadoola, and

Uzeezpore, and all the territories of the Ameers of Kheirpore, or any of them intervening between the present dominions of His Highness the Nawab of Bhawulpore and the town and district of Roree, are ceded in perpetuity to His Highness the Nawab.

ARTICLE 2.

The town of Sukkur, with such arrondissement as shall be deemed necessary by Major-General Sir Charles Napier, and the islands of Bukkur and the adjoining islets, and the town of Roree, with such arrondissement as may be deemed necessary by Major-General Sir Charles Napier, are ceded in perpetuity to the British Government.

ARTICLE 3.

The Commissioner appointed by Major-General Sir Charles Napier for the execution of this Treaty and of the Treaty to be concluded with the Ameers of Hyderabad shall appropriate the surplus tribute, from which the Ameers of Hyderabad will be relieved by that Treaty (of which an account will be rendered to the Ameers of Kheirpore), or lands of equal value in lieu thereof, first, to the indemnification of such Ameers of Kheirpore, other than Meer Roostum Khan and Meer Nusseer Khan, as may make cessions of territory under this Treaty, and then, for the benefit of Meer Roostum Khan and Meer Nusseer Khan, in proportion to the annual value of the cessions made by them respectively under this Treaty.

ARTICLE 4.

The Ameers of Kheirpore having, by the Treaty concluded on the 24th December 1838, agreed, "in order to improve by every means possible the growing intercourse by the river Indus, to afford all co-operation with the other powers in any measures which may hereafter be thought necessary for extending and facilitating the commerce and navigation of the Indus," and the Ameers of Hyderabad having since, by a Treaty concluded in 1839, agreed "that no toll shall be levied on trading boats passing up and down the river Indus, from the sea to the northernmost point of that stream within their territories, with the proviso that any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country, except goods sold in a British camp or cantonment, which goods shall be exempt from the payment of duty," the Ameers of Kheirpore now agree to abide by and observe the above provision, in the same manner and as fully as if the same were inserted in the Treaty concluded by them in 1838.

ARTICLE 5.

The only coin legally current in the dominions of the Ameers of Kheirpore after the 1st January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

ARTICLE 6.

The British Government will coin for the Ameers of Kheirpore such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England, with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

ARTICLE 7.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value; and such Rupees so coined for the Ameers shall be delivered over to them within four months after the receipt, by the appointed officers, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

ARTICLE 8.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

ARTICLE 9.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within 100 yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from all exercise thereof so long as the Ameers shall provide, at the places to be named, such quantity of wood fit for the purposes of fuel at the price of the as the officers of the British Government may from time to time require.

ARTICLE 10.

The British Government renounces every claim heretofore made upon the late Meer Mobarik Khan, or upon Meer Nusseer Khan, or the other sons of the late Meer Mobarik Khan, on account of nuzzerana, in the name of the late Shah Suja, or on account of annual tribute, and the arrears thereof and the interest thereon, on its own behalf.

Simla, November 4th, 1842.

No. CXXXII.

ADOPTION SUNNUD granted to MEER ALI MURAD KHAN, of KHEIRPORE,—1866.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

(Sd.) J. LAWRENCE.

The 19th March 1866.

No. CXXXIII.

AGREEMENT entered into with HIS HIGHNESS THE MIR of KHAIRPUR regarding the Jamrao Canal.

Whereas the British Government have constructed a canal, called the Jamrao Canal, issuing from the Eastern Nara river, and the head-works and some portions of the Jamrao Canal and some of the training embankments of the previously existing Eastern Nara system of canals have been constructed within the limits of the territory of His Highness the Amir of Khairpur, with the consent of His Highness the late Sir Ali Murad Khan, Talpur, G.C.I.E., Mir of Khairpur, and whereas the British Government desire to be possessed in full sovereignty of such lands as are required for the completion and proper management of the Jamrao and Eastern Nara systems of canals, and whereas His Highness the Mir of Khairpur has expressed a desire for a settlement of disputes as to the alluvial accretions on the western boundary of the Khairpur State caused by changes in the course of the River Indus, H. E. M. James, Esq., C.S.I., I.C.S., the Commissioner in Sind, being duly authorised thereto on the part of the British Government and His Highness Mir Sir Faiz Muhammad Khan, Talpur, G.C.I.E., Mir of Khairpur, for himself and his successors, hereby agree as follows:—

1. His Highness the Mir agrees to transfer in full sovereignty to the British Government the triangular portion of territory shown on the accompanying plan (marked A) of about 154 square miles in area, which is bounded as follows, and has been demarcated by boundary pillars:—

On the north, by Rajajo and Jamalahon-jo-Komb.

On the west and south, by British territory.

On the east by a line drawn from Jamalahon-jo-Komb to Bhalangwari, following the left bank of the River Nara, and enclosing all the creeks and bogs and dhands abutting on or adjoining the River Nara.

2. His Highness the Mir agrees that he will not construct any new canal out of the Eastern Nara River or obstruct its water or divert it, without the consent of the British Government.

3. The British Government agrees to recognise the centre of the deep stream of the River Indus as it flowed in the month of March 1900, which is delineated on the accompanying plan (marked B) as the permanent boundary between the Khairpur State and the British district of Shikarpur, and to abandon its claim on such of the alluvial deposits, forests and other territory at present on the left bank of the said deep stream of the Indus and on the frontage of or adjacent to His Highness's territory, as are at present in the occupation and possession of the British Government.

Similarly, His Highness the Mir abandons all claim to the alluvial deposits and other territory in his occupation and possession on the right bank of the deep stream as aforesaid.

The boundary hereby agreed to, together with the prolongation of the land boundary between the north of Khairpur and the Rohri Division of the Shikarpur District as delineated in sheet 21 of the plan marked B, and the prolongation of the land boundary between the south of Khairpur and the Naushahro Division of the Hyderabad District as delineated in sheet 1 of the plan marked B, shall together be called the rectified boundary.

4. To prevent disputes in future, the British Government and His Highness the Mir of Khairpur agree that the boundary marks, erected by the Survey of India Department for the purpose on each bank of the River Indus, shall be maintained in good order by the British Government and His Highness, respectively, so that the rectified boundary of the two States can be calculated and ascertained at any time by reference to those marks.

5. All disputes between zamindars or other persons as to the position of newly formed alluvial land with reference to the rectified boundary arising subsequent to this agreement coming into force shall be settled in such manner as shall be agreed upon by the Commissioner in Sind and His Highness the Mir of Khairpur from time to time.

6. The British Government shall have access to the River Indus or to any of its channels or dhands forming part of the river, whether within the territories of His Highness the Mir of Khairpur or not, and authority to undertake any work such as the excavation of a channel or the construction of a bund or sluice that may be deemed necessary on its right bank for irrigating or protecting British territory, any private rights over lands in the Khairpur State between the rectified boundary and the River Indus or its channels or dhands aforesaid as existing from time to time notwithstanding.

And similarly His Highness the Mir of Khairpur shall have access to the river, and authority to undertake any such work deemed by him to be necessary for irrigating Khairpur territory on the left bank.

Provided that the British Government and His Highness the Mir shall, respectively, pay compensation to the other contracting party for any land required for such work, calculated according to the provisions or spirit of Act I of 1894, if such land be permanent or highland, but not if such land be new alluvial deposit not yet brought under cultivation. Provided, also, that nothing in this article shall prevent either the British Government or His Highness the Mir from settling the compensation amicably direct with the occupant of the land required.

7. His Highness the Mir agrees that the Executive Engineer in charge of the River Indus, or any officer duly appointed by the British Government in this behalf, may clear any of the channels of the River Indus, remove snags or obstructions, make soundings or observations, and generally carry out the duties imposed on him throughout the whole of the river, whether on the British or Khairpur side of the rectified boundary.

8. His Highness the Mir agrees to remove, as far as possible, trees from such parts of the forests on the bank of the river in his territory as are being eroded, with a view to preventing such trees falling into the Indus and becoming an obstruction.

9. And whereas large areas, which for many years past have been in the possession of zamindars and others holding under the British Government on the east of the rectified boundary, will under this agreement become a portion of the Khairpur State, and it is necessary that the rights and privileges of the owners should be defined and guarded, His Highness the Mir hereby consents to, and promises for himself and his heirs and successors for ever to abide by, the following provisions in respect of all lands heretofore in the possession of the British Government and now transferred to the Khairpur State:—

(*a*) The present boundaries of such lands shall be maintained, *i.e.*, the boundaries which now separate the said lands from the Khairpur State and from each other. The lands within the said boundaries shall remain in the possession of the present holders and their heirs and assigns, and shall not be resumed by the State for any purpose whatsoever, except as hereinafter provided. Nor shall uncultivated lands within the said boundaries be given to any person except to those, their heirs and assigns who now hold cultivated lands within the said boundaries. Provided that, in the event of any person or persons so holding land wilfully neglecting to cultivate the same, or to duly extend the area of his or their cultivation, His Highness may, after giving due notice in writing, which shall allow at least two clear months before the next season for "rabi" cultivation, resume such land as may be so left uncultivated in the ensuing "rabi" season. The aforesaid notice shall be served through the Political Agent, who will obtain and forward to His Highness the explanation of the individual concerned. His Highness will intimate his final decision through the Political Agent.

(*b*) Assessment on account of land cultivated within such boundaries shall be paid to His Highness the Mir in cash instalments, as in British territory and at the same rates, according to the acreage ascertained by survey or measurement. No assessment, rate or cess in excess of those payable on similar lands in British territory shall be imposed. The zamindars and other landholders shall exercise the same rights as to "batai" and the division of crops as heretofore, and shall not be interfered with in their dealings with their "haris" (cultivators).

(*c*) "Harbo" crops (crops springing from the seed of the previous harvest) shall not be assessed to the revenue, unless conserved and made use of by the owner of the land.

(*d*) When the area of the crops is ascertained by measurement, the revenue official measuring them shall hand to the owner or his duly authorised agent the result of his measurement in writing to enable him to see what amount he will have to pay as assessment.

(*e*) Lands in the possession of zamindars or others for which they pay or have paid assessment shall not be afforested or turned into "shikargahs" or taken from them for any purpose whatever, except on payment of full compensation, to be assessed in accordance with the principles of the British Land Acquisition Act.

(*f*) Zamindars and others holding lands, and their cultivators, shall have such privileges of free fuel and grazing in those lands as they now have under the British Government.

(*g*) The British rules of alluvion and diluvion shall apply to accretions to the holdings of zamindars and others.

(*h*) Remissions of assessment shall be granted in accordance with the rules in force in British territory on account of drought, floods and other calamities.

(*i*) The privileges hitherto enjoyed of cutting fuel and grazing cattle on payment of fees shall be allowed in forests transferred to the Khairpur State on the same principles as in British territory.

(*j*) The same privilege as has been accorded by His Highness's proclamation to all the cultivators of the Khairpur State of killing wild pigs that injure crops shall be extended to the cultivators in the lands transferred to the Khairpur State.

(*k*) Forced labour of any sort or kind shall not be exacted from any persons holding land in, or being tenants of those holding land in, or, as such, residing in, the lands transferred to the Khairpur State. But His Highness the Mir will be entitled to require such assistance or services as are now rendered to British officials.

(*l*) No import, export, or any other kind of duty whatsoever shall be exacted on any kind of agricultural produce raised in the lands now transferred to the Khairpur State other than any town dues or similar import duty, duly authorised, on produce imported into a municipal town.

(*m*) No fixed quantity of salt shall be made purchaseable by owners of land in, or residents of, the transferred lands. Every person shall be at liberty to purchase in the Khairpur State according to his requirements.

1. Alah Baksh *walad* Muso Khan, Bughio.
2. Haji Ali Baksh *walad* Ghulam Muhammad, Unar.
3. Pir Baksh *walad* Ghulam Muhammad, Unar.
4. Alah Baksh *alias* Ahmed Baksh *walad* Fakir Muhammad, Unar.
5. Shah Muhammad Ayub, Khoro.
6. Jan Muhammad Ayub, Khoro
7. Daulat Alah Baksh, Khoro.
8. Dur Muhammad Muhammad, Khoro.
9. Muhammad Husein Ghulam Muhammad, Janejo.
10. Ilahi Baksh Dodo Khan, Bhuto.
11. Pir Shah Ali Muhammad Shah, Sayad.
12. Pir Muhammad Muhammad Kazim, Gunero.

(*n*) The marginally noted persons, being British subjects and having their residences and also other lands in British territory, and their heirs and assigns, shall be exempt from the transaction of ordinary business with the State officials, provided they appoint a duly authorised agent. Provided that the aforesaid persons shall attend when summoned by an officer not lower in rank than a Mukhtyarkar or Head Munshi.

(*o*) Mutation of names shall be effected in the State books in accordance with the principles in force in British territory.

1. Alah Baksh *walad* Muso Khan, Bughio.
2. Haji Ali Baksh *walad* Ghulam Muhammad, Unar
3. Pir Baksh *walad* Ghulam Muhammad, Unar.
4. Alah Baksh *alias* Ahmed Baksh *walad* Fakir Muhammad, Unar.
5. Shah Muhammad Ayub, Khoro.
6. Jan Muhammad Ayub, Koro.
7. Daulat Alah Baksh, Khoro.
8. Dur Muhammad Muhammad, Khoro.
9. Muhammad Husein Ghulam Muhammad, Janejo.
10. Ilahi Baksh Dodo Khan, Bhuto.
11. Pir Shah Ali Muhammad Shah, Sayad.
12. Pir Muhammad Muhammad Kazim, Gunero.

(*p*) The marginally noted persons, who are under the British Government treated with respect, are given the privilege of a chair in Darbar and have privileges also under the Arms Act, shall be treated with suitable respect by the State officials, in accordance with the usage of the State as regards gentlemen of good birth and position.

Further, His Highness the Mir pledges his word that he and his successors will, by all means in his or their power, so deal with all those whose lands are by this Agreement transferred to the Khairpur State that they shall have no cause to regret the transfer.

And the British Government, on the other hand, hereby promise to deal with the owners and inhabitants of land which under this Agreement will be transferred to the British territory in accordance with the laws, rules and principles in force throughout the Province of Sind, respecting all just rights of every kind and description.

10. If any land be adjudged under Article 5 to belong to the British Government, although, in consequence of changes in the course of the River Indus, it be transferred to the frontage of the Khairpur State, the jurisdiction of the British Government and of the British Courts over it will remain unaffected, and *vice versâ*. In short, for purposes of jurisdiction, the rectified boundary between British and Khairpur territory will be permanent, notwithstanding changes in the river.

11. Any contracts made for the sale of timber from the Government forests on either bank belonging to the British Government or to His Highness the Mir, prior to the execution of this Agreement, shall be considered valid, but payments by the contractors shall, from the date on which this Agreement comes into force, be made to the State to which the forest concerned belongs according to this Agreement.

12. This Agreement shall come into force from the 1st August 1900.

MIR AHMED ALI KHAN, TALPUR.
MIR FAIZ MUHAMMAD FAKIR, TALPUR.
MUHAMMAD MURAD FAKIR, TALPUR.

(Sd.) H. BATTY,
Acting Judicial Commissioner in Sind.

(Sd.) H. E. M. JAMES.
Commissioner in Sind.

(Sd.) J. P. VAUGHAN,
Acting Assistant Commissioner in Sind.

Approved and confirmed by the Government of India.

(Sd.) H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

FORT WILLIAM;
The 4th March 1901.

XII.—LAPSED STATES.

1. BROACH.

Broach was conquered by the Marathas from the Muhammadans in 1685, from which time the Nawabs of Broach continued to hold their territories as subordinates of the Peshwa. In consequence of certain claims against the Nawab of Broach, which were due by right of sovereignty to the Government of Surat, the Bombay Government ordered, and subsequently countermanded, an expedition against Broach. But the local authorities at Surat persisted and sent a force in 1771 to enforce the demand. The expedition failed, and preparations were being made to renew it when the Nawab came to Bombay, and a Treaty (No. CXXXIV) was concluded with him on the 30th November 1771. The terms given to the Nawab were not so liberal as he expected, and on his return to Broach he proceeded to treat with great disrespect the chief of the factory there, who was in consequence directed to withdraw to Surat. In the following year the expedition was carried out, and Broach was taken on the 18th November 1772. The right of the British Government to Broach was recognised by the treaty of Purandhar * and subsequently by the treaty of Salbai, † but the town and district were ceded ‡ to Sindhia in 1783, in consideration of his services in negotiating that treaty.

In the Maratha war of 1803 Broach was again taken by a British force and it was finally ceded to the British Government by article 3 of the treaty of Sarji Anjangaon. The descendants of the last Nawab of Broach enjoy hereditary pensions from the British Government.

2. MANDVI.

The early history of this State furnishes a remarkable example of the manner in which the Marathas dealt with questions of succession to dependent Chiefships. If there is no instance in which the Peshwa withheld his sanction from succession by adoption, there is also none in which he permitted it without subjecting the State to a heavy fine, which was also not unfrequently exacted in cases of direct succession.

The State of Mandvi was founded by a Bhil Chieftain whose successors gradually acquired sufficient power to raise themselves to the rank of petty

* See The Peshwa, Vol. VI.
† See The Peshwa, Vol. VI.
‡ See Gwalior, Vol. IV.

sovereigns. In 1730 the ruling Chief, Durjan Singh, was deprived of his possessions by Damaji Rao Gaekwar, but about twenty years afterwards he was restored by the Peshwa as a return for military services which he rendered against the Portuguese at Bassein. Durjan Singh died in 1771, and was succeeded by his cousin, Bhagwan Singh, who was required to pay a nazarana of Rs. 1,00,000 to the Peshwa. His distant relative, Guman Singh, who succeeded to the State in 1776, was subjected to a payment of Rs. 1,50,000; and in 1786, on the death of Guman Singh without issue, and on the succession of Nahar Singh, also called Durjan Singh, a nazarana of Rs. 60,000 was levied by the Peshwa.

By the treaty of Bassein * the State of Mandvi, erroneously called Nundary, came under the British Government and was subjected to a tribute of Rs. 65,000. For seven years, however, the Raja evaded payment of the tribute, and in 1809 the British Government were on the point of reducing their demand to Rs. 25,000, when an insurrection broke out in the country. This rising was headed by a fanatical Musalman, named Abdur Rahman, who seized the fort of Mandvi from which the Raja fled, murdered the Raja's minister, and committed depredations in the surrounding country, threatening to carry fire and sword into the British districts if the English officers did not embrace the Muhammadan faith. In his distress the Raja threw himself on the protection of the British Government, to whom he engaged in January 1810 (No. CXXXV) to pay the expenses of military aid and six annas in every rupee of revenue annually. With the aid of a British force the Raja was reinstated, after which, in lieu of a share of the revenues, the Raja agreed in March 1810 (No. CXXXVI) to pay an annual tribute of Rs. 60,000. In consideration of the exhausted state of the country, the Raja was neither required to pay the cost of the expedition, amounting to Rs. 20,000, nor his arrears of tribute, which had risen to upwards of Rs. 4,50,000.

Durjan Singh died without male issue in 1814, and was succeeded by his cousin, Hamir Singh, from whom the British Government demanded no nazarana. This Chief fell into the hands of evil advisers, and they instigated him to hostilities with the British Government, the intention being to put the country under the Peshwa, with whom the British Government were then at war. The overthrow of Baji Rao, however, and the approach of a British force to Mandvi with the view of annexing the country, brought the Raja to reason, and in May 1818 he signed an Agreement (No. CXXXVII) to dismiss his advisers and to make no change in the administration of his affairs without the knowledge and consent of the British Government.

* See Vol. VI, the Peshwa.

On the 13th February 1834 Hamir Singh was succeeded by his son, Waje Singh, who was killed on the 19th October 1838 by an explosion of fire-works. His posthumous son, whose succession was recognised, died on the 13th December 1839, and the direct line of succession became extinct. The nearest claimant was forty-two degrees removed from the common ancestor of the family and was moreover imbecile. The State was therefore treated as an escheat and annexed to the British dominions.

3. SURAT.

The first establishment of the English at Surat, which was then included in the Suba of Ahmadabad, took place in 1611. A fleet, which was despatched from England in that year to establish commercial intercourse with the western coast of India, was victorious in a series of actions with a powerful Portuguese fleet, which so raised the reputation of the English as to accelerate the confirmation of a Treaty in the following year (No. CXXXVIII) with the Governor of Ahmadabad. This treaty was afterwards confirmed by a farman from Delhi in 1613, granting permission for the establishment of factories at Surat, Cambay, Ahmadabad, and Gogha, with certain commercia privileges. This was the first settlement effected by the English on the coast of India. Surat was made the chief seat of the Company's trade in 1629 and continued to be so till 1687, when the position was transferred to Bombay. In 1614 King James I of England sent a letter to the Emperor of Delhi by the hand of Sir Thomas Roe. The result was a farman from the Emperor of Delhi granting the English complete freedom to trade in his dominions (No. CXXXIX).

No political influence appears to have been acquired at Surat till 1664, when the town was first attacked and partially plundered by Shivaji. The gallant defence which the English made in their factory procured for them in 1667 a new Farman (No. CXL) from Aurangzeb, reducing the customs duties and securing the unmolested transit of their goods. Owing to hostilities with Aurangzeb, however, the factory at Surat was seized in 1687, but it was eventually restored. In 1712, in consequence of the exactions of the governor, the English withdrew from Surat, but in 1716 a new Charter was obtained, mainly through the influence of Mr. Hamilton, the Surgeon at the Court of Delhi. From that time the English continued to trade quietly at Surat for some years.

In 1746 Teg Bakht Khan, the Governor of Surat, died, and was succeeded by Safdar Khan, who placed his son, Wakhar Khan, in charge of the castle which under the Moghals, had always been a separate command from the civil

administration of the town. But an adventurer, named Mian Achan or Mai-ud-din, who had married the daughter of Teg Bakht Khan, being supported by the inhabitants of the town, expelled Wakhar Khan from the fort. By the assistance of the English and of Damaji Gaekwar, to whom he gave up one-fourth of the revenues of Surat, he also succeeded in expelling Safdar Khan from the civil government of the town, in which he continued to rule till 1751, when he was himself expelled by Safdar Khan and Wakhar Khan. In the prosecution of the contest, Wakhar Khan obtained the help of Damaji Gaekwar on the promise of half the revenues of Surat, but when his restoration was accomplished, objections were raised to so large a payment, and it was finally settled that the Gaekwar should receive one-third, which he afterwards shared equally* with the Peshwa.

* TRANSLATION of an AGREEMENT between KAIM-UD-DAULA, BAHADUR, NAWAB of SURAT, and KASINATH HARI, the PESHWA'S CHAUKA.

Kasinath Hari's | Sri Pant Pardhan Chirni Tatpur Kasinath Hari Narentar. | Seal.

Whereas there has lately subsisted some disputes in the Bandar of Surat by reason of Kasinath Hari, Srimant Peshwa Sahib's kamavisdar, having made sundry claims on the Sarkar of the Nawab Sahib, Kaim-ud-Daula, Bahadur, on account of some Articles of the revenues of the aforesaid Bandar, the particulars of which are below inserted, and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq, Chief of the English Factory and Governor of the Mughal's castle and fleet, it has been by both parties mutually agreed and settled that in future in the undermentioned Articles there shall on no account be any difference or dispute between the abovementioned parties, who bind themselves by their respective faiths to keep this agreement that it may always remain in force.

On indigo, &c., for one whole year, which is now somewhat increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees 1,251 and 10½ annas.

Thirteen Articles.

	Rupees.
Indigo	2,700
Teak-wood	1,625
Umra and Damas Fishery	560
The Chaukis of the Thana Chaurasi	500
The Farm of the boats	700
Umra Pettahs or liquor shops	180
The Dutch Chauki	48
Umra Chauki	24
Jewel Office, Vera	600
From the jewel office for custom	75
Phulsari in Chaurasi	90
Batti cleaners in the thana of Chaurasi—pay for seven months	84
Nakas or customs on cattle	324
	7,510

During these dissensions the castle fell into the hands of Sidi Masud of Janjira and Rajpur. The English factory was in great danger, and, through

Tindals, customs and others which are not ascertained, but whatever is collected in the year—

Twelve Articles.

Tanksal or mint accidental customs, for a thousand 1-1.

Jagri from the parganas not more than formerly to go in the certificates.

Jagri from the Deccan was never included in the certificates, and is not to be.

Carts of Dangue not more than usual to pass in certificates. The business to go through the proper officers.

At the Chaukis in the suburbs, the Chautia's writers to attend.

The customs or surangi (a dye) shall be brought to account as usual.

The customs on kusumba (a red dye) shall, as usual, be brought to account.

The income from Raniala shall be brought to account.

The fee on new silk wheels of Rupees 1-8 each shall be brought to account.

Artificers to be allowed to the Thana, and not to be taken in belt, 12 carpenters, 9 bricklayers, 7 tailors, and 5 pot-makers.

From the Sarkar of the Nawab Sahib to be given shawls from the Naibat.

Palanquin charges from Khushir.

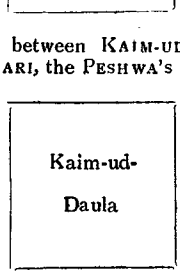
Kasinath Hari kamavisdar for the share of Srimant Peshwa Sahib, agrees that if the before-mentioned Nawab Sahib, according to the before written agreement, gives the just proportion to the Sarkar of the Peshwa, I have not, nor shall have, as is above written, any claims upon the Nawab Sahib. In testimony of which two agreements are drawn out; to one copy the seal and writing of the Nawab is affixed, and to the other the seal and writing of Kasinath Hari, kamavisdar of the before-mentioned.

In the Bandar of Surat, the first day of the month Shaban, in the year of the Hijra 1200 corresponding with the 29th of May 1786 of the Christian era.

Written in the Mahratta language by Kasinath Hari.

These twenty-eight Articles are settled between the Nawab Kaim-ud-Daula, Bahadur, and Kasinath Hari, the Srimant Pardhan's kamavisdar at Surat. There was a dispute respecting the Peshwa's share of the revenue, which has been settled by the advice and means of Mr. Ramsay, Chief of the English Factory. The particulars of the Articles are written in Persian, according to which the Nawab of Surat is to give the share yearly when there will be no dispute from year to year. The 1st of Shaban 1200.

TRANSLATION of an AGREEMENT between KAIM-UD-DAULA, NAWAB of SURAT, and KASINATH HARI, the PESHWA'S CHAUKA.

The Nawab's  Seal

Whereas there has lately subsisted some disputes in the Bandar of Surat by reason of Kasinath Hari, Srimant Peshwa Sahib's kamavisdar, having made sundry claims on the Sarkar of the Nawab Sahib, Kaim-ud-Daula, Bahadur, on account of some Articles of the revenue of the

the influence of the Dutch, a peace * was negotiated between the Agent at Surat and the Sidi, by which all English troops were to be withdrawn and the establishments reduced to the footing on which they stood in time

aforesaid Bandar, the particulars of which are below inserted and which, by the advice, assistance, and approbation of Andrew Ramsay, Esq., Chief of the English factory and Governor of the Mughal's castle and fleet, it has been by both parties mutually agreed and settled that in future in the undermentioned Articles there shall on no account be any difference or dispute between the abovementioned parties, who bind themselves by their respective faiths to keep this agreement that it may always remain in force.

The Nawab Kaim-ud-Daula, Bahadur, agrees that the sixth share of the undermentioned Article shall in future be given to the Sarkar of Srimant Peshwa Sahib according to what is right and just.

On indigo, &c., for one whole year, which is somewhat now increased, the whole revenue is Rupees 7,510, the sixth part of which is Rupees 1,351 and 10½ annas.

Thirteen Articles.	Rupees.
Indigo	2,700
Teak-wood	1,625
Umra and Dumas Fishery	560
The Chaukis of the Thana Chaurasi	500
The Farm of the boats	700
Umra Pettahs or liquor shops	180
The Dutch Chauki	48
Umra Chauki	24
Jewel office, Vera	600
From the jewel office for custom	75
Phulsari in the Chaurasi	90
Batti cleaners in the Thana of Chaurasi—pay for seven months	84
Nakas or customs on cattle	324
TOTAL	7,510

Directions have been given to the karbharis (clerks) that they go on agreeable to former customs.

Tindals, customs and others which are not ascertained, but whatever is collected in the year—

Twelve Articles.

From the tindals of ships, Rupees 10 a year, tanksal or mint accidental customs, for a thousand 1-1.

Jagri from the parganas not more than formerly to go in the certificates.

Jagri from the Deccan was never included in the certificates, and is not to be.

Carts of Dangue not more than usual to pass in certificates. The business to go through the proper officers.

At the Chaukis in the suburbs, his writers are to attend.

The customs on surangi (a dye) shall be brought to account as usual.

The customs on Kusumba (a red dye) shall, as usual, be brought to account. The income from Raniala shall be brought to account.

The fee on new silk wheels of 1·2 each should be brought to account.

It is usual to allow one artificer from each trade on his account; two of each shall be allowed, 12 carpenters, 9 bricklayers, 7 tailors, and 5 pot-makers.

Written by the Nawab.

By reason of the decrease in the revenue these have been stopt.

From the Nawab's Sarkar should be given shawls from the Naibat.

Palanquin charges from the Khuski.

Dated the 1st of the month Shaban, in the year of the Hijra 1200, corresponding with the 29th of May 1786 of the Christian era.

* [*Declared null and void by the Honourable the President in Council, Bombay, on the 22nd November 1751.*]

of peace. This treaty was repudiated by the Bombay Government, and in the following year, 1752, a new Treaty (No. CXLI) was made, under which the English were to receive compensation for losses and to trade according to their farman.

Quarrels soon broke out between Safdar Khan and the Sidi, and the former opened negotiations with the English in 1757 to put them in possession of the fleet on condition of their expelling the Sidi from the fort; but the offer was not accepted. In the meantime Safdar Khan died in 1758, and Sidi Ahmad, who succeeded his father, Sidi Masud, in the government of the castle, made himself the enemy of the English by his close alliance with the Dutch and the piracies which he committed. He was so detested by the people of Surat that they offered to make over to the English the command of the fleet and the castle, with funds for their support, if they would expel the Sidi. A Treaty (No. CXLII) was accordingly concluded in 1758 with Faris Khan, in which it was agreed that he should be put in possession of the government of the town, the English taking the government of the castle and continuing to enjoy all their commercial privileges. The fear of provoking the Marathas, who at this time were supposed to have designs on Surat, prevented this enterprise from being carried out.

TREATY between MR. LAMBE and COUNCIL and SAFDAR KHAN and SIDI MASUD.

ARTICLE 1.

As soon as the peace is concluded the English are to take all the soldiers from the castle that are in their service, as well Europeans as Indians, and send them on board the ships at the Bar; at the same time all the Batteries belonging to Masud Khan are to be dismantled.

ARTICLE 2.

The soldiers in the factory, of what denomination soever, are to be sent away, reserving only the same number as usual in times of tranquillity.

ARTICLE 3.

That all the ships and goods now at Bombay are to have leave to go to their respective ports of Mecca, Jedda, Bengal, or anywhere else that they may be bound to.

ARTICLE 4.

After the peace is concluded, there is to be no more fighting either in the city or at the Bar.

ARTICLE 5.

The company are to pay yearly the same sum as is agreeable to their farmans, with the charges thereon.

ARTICLE 6.

The English are not to protect or take into their factory any goods but what belong immediately to them.

We, the under-written Chief and Council for the Company of England at Surat, declare that we approve of the Articles of this present Treaty of peace from our full and entire will, and promise to conform to them and execute them according to their tenor.

(Signed by Mr. Lambe and Council.)

Witnessed by the Dutch Secretary.

Surat, 12th November 1751.

Subsequently, at the invitation of the people who were tired of bad government and afraid of the interference of the Marathas, a force from Bombay, under Captain Maitland, successfully bombarded the town, and, as the result, a Treaty (No. CXLIII) was concluded with Mian Achan on the 4th March 1759, which confirmed that made with Faris Khan in the previous year, and appointed Faris Khan to be Deputy at Surat under the government of Mian Achan, an office which was abolished in 1777. These engagements were in the same year confirmed by the Emperor of Delhi.

From the time when they obtained possession of the castle of Surat and the command of the fleet, the power of the British Government at Surat greatly increased. They were, in fact, the rulers of the country, while the Nawab became merely a titular Chief with the government of the town. In February 1763 Nawab Mian Achan died. There were four competitors for the succession: Mir Kutb-ud-din, his eldest son; Faris Khan, the Deputy; Ali Nawaz Khan; and Nur-ud-din Ali Khan. The British Government declared in favour of Kutb-ud-din, who was installed on the 14th April 1763. He died in March 1790, and it was then proposed to obtain from the Emperor of Delhi a sanad investing the British Government with the sole administration of Surat, so as to remove the inconvenience of a double government. But the Governor-General in Council thought it inexpedient to do so, because the Nawab's eldest son, Nizam-ud-din Khan, had a claim to the office of Nawab by right of inheritance, and the Emperor was then a puppet in the hands of Sindhia. Application was made to the Emperor for a sanad of investiture in favour of Nizam-ud-din Khan, who paid a nazar of Rs. 20,000. No sanad, however, was furnished, and in December 1792 Nizam-ud-din Khan was installed by order of the British Government, and the Nawab afterwards declined to receive a sanad from Delhi, and expressed his desire to be dependent solely on the British. In 1798 negotiations were commenced for a treaty with the Nawab, under which he was to pay a lakh of rupees a year towards the expenses of the management of the castle and town of Surat; but before the agreement was brought to a final conclusion the Nawab died on the 8th January 1799.

The succession of the Nawab's brother Nasir-ud-din was recognised on his signing a Treaty in 1800 (No. CXLIV) vesting the entire administration of the city and its revenues in the hands of the British Government, who were to pay to the Nawab Rs. 1,00,000 yearly, and one-fifth of the annual revenues after deducting all charges and expenses of collection. In lieu of this vsriable allowance, the Nawab in 1818 agreed (No. CXLV) to accept a fixed provision of Ru. 1,50,000. The Nawab died on the 23rd September 1821,

and was succeeded by his son, Mir Afzal-ud-din, on whose death, on the 8th August 1842, without male issue, the titular dignity and office became extinct. A provision of Rs. 52,800 a year was settled on his son-in-law, Jafar Ali Khan, and two grand-daughters. The pension to the family was raised in 1857 to Rs. 1,00,000 to be continued till the death of the survivor of the three grantees. Jafar Ali Khan died on the 21st August 1863; and one grand-daughter, the wife of Mir Ghulam Baba Khan, on the 13th July 1886. Her share (Rs. 50,000) is paid into a fund for the benefit of the family after the lapse of the whole pension. The other half is enjoyed by the surviving grand-daughter, Zia-ul-Nissa. In 1890 an advance of Rs. 3,50,000 was made to her towards payment of her debts and a portion of her pension (Rs. 32,992-15-0) was permanently set aside towards repayment of this advance, but after the amount advanced had been fully recovered the pension was restored in full.

4. KOLABA.

The first Angria, Kanhoji, was a servant of Shivaji, and gained a considerable principality under him and his descendants. This territory was divided between his two sons, Sakhoji and Sambhaji, the latter holding Savarndurg. The family were notorious pirates, and one of the earliest engagements* which the British Government made with the Peshwa had for its object the suppression of the outrages which they committed at sea. On the ascendancy of the Peshwa, Tulaji, the son of Sambhaji, was stripped of his possessions and died in prison. Sakhoji died in 1733 without male issue, and Manaji, the eldest of Kanhoji's three illegitimate sons, acknowledged the supremacy of the Peshwa, by whom his son, Raghuji, was invested in the year 1766. On Raghuji's death in 1793 internal disturbances broke out, which led the Peshwa to occupy the whole territory. But in 1796 the State was restored to Raghuji's son, Manaji, who, however, was deposed in 1799, by the Peshwa Baji Rao, at the instigation of Sindhia, in favour of Babu Rao, Sindhia's near relative. This Chief was succeeded by his nephew, Sambhaji. But the Peshwa again set aside this line, and restored the old family in the person of Manaji, grandson of the Chief of the same name who was deposed in 1799. Manaji died in 1817, and his son, Raghuji, had not been invested when the hostilities between the British Government and the Peshwa broke out. The peculiar connection which had subsisted between the principality of Angria and the Peshwa rendered it necessary that a treaty should be concluded with Raghuji after the

* See the Peshwa, Vol. VI.

conclusion of the war, recognising the rights which he enjoyed, and embracing certain exchanges of territory to secure a well-defined boundary. The Treaty (No. CXLVI) was concluded in 1822. It guaranteed the territory of Kolaba against external attack; prohibited the Chief from political intercourse with other States; bound him to subordination to the British power; and defined generally his relations with the British Government. The exchanges provided for in article 3 of the treaty were not effected till 1827.

Raghuji Angria died on the 26th December 1838. On the 28th January 1839, however, a posthumous son was born; and his succession, under the name of Kanhoji Angria, was recognised. This boy died on the 9th April 1840, and with him the direct and legitimate line of claimants to the Chieftainship became extinct. The widows of Raghuji Angria wished to adopt a son. The succession was also claimed by Sambhaji Angria, grandson of Yesaji, the second illegitimate son of the first Kanhoji. But after full deliberation both claims were rejected, and the territory of Kolaba was annexed to the British dominions. Life pensions, amounting to Rs. 53,560 were settled on the different members of the Angria family.

In 1884 it was ruled that Rs. 7,200 out of the pension of Rs. 10,000 granted to Yeshoda Bai, widow of Raghuji Angria, should be regarded as representing the hereditary private estates of the last Chief, and should be continued in perpetuity to the rightful heirs. Accordingly on Yeshoda Bai's death in 1885 it passed to her adopted son, Manaji Rao; then in 1897 to his widow, Gajra Bai; and again on her death in 1902 to Manaji Rao's minor daughter, Jiji Bai.

5. SATARA.

After Sahuji, the grandson of Shivaji, had been released from captivity and had recovered his rights* as head of the Maratha power, he left the control of his affairs entirely in the hands of his Minister, Balaji Biswanath. Previous to his death he adopted Ram Raja, a grandson of his aunt, Tara Bai of Kolhapur, a younger branch of Shivaji's family, and gave to the Peshwa a deed bestowing on him the entire control of the Maratha confederacy, on condition of his maintaining the dignity of the house of Shivaji in the person of Ram Raja and his descendants. From that time the Rajas of Satara remained either puppets or prisoners of the Peshwa, until the overthrow of the Peshwa's power in 1817. After the conclusion of the treaty of 1756 with the Peshwa,* a commercial Treaty (No. CXLVII) was concluded in 1757 with Ram Raja.

* See the Peshwa, Vol. VI.

At the commencement of the war of 1817 Pratap Singh was Raja of Satara. He had succeeded his father, the second Sahuji, the adopted son and successor of Ram Raja. Pratap Singh was kept a close prisoner by the Peshwa Baji Rao, who had given orders that the Raja and his family should be put to death rather than allowed to fall into the hands of the British. In the proclamation issued by Mr. Elphinstone on the 11th February 1818,* the intention was declared of placing the Raja of Satara at the head of a separate State of such extent as might maintain him and his family in comfort and dignity. The Raja was rescued after the battle of Ashti on the 20th February 1819, and on the 25th September a Treaty (No. CXLVIII) was concluded with him defining the limits of his State, and the conditions on which he was to hold it. Under the 6th article of the treaty, the administration of the State was retained by the British Government till 1822, when it was made over to the Raja ; but he was bound to attend at all times to the advice which the British Government might give him for the good of his State and the maintenance of general tranquillity.

In 1829 the Raja ceded (No. CXLIX) lands in the Mahableshwar hills for the establishment of a sanitarium, together with an uninterrupted line of communication to the British territories in exchange for the village of Khandla, which had been resumed by the British Government from Sindhia, and which, being situated within the limits of the Satara State, would have formed a portion of the territory made over to the Raja but for its having been held by Sindhia at the time when the Satara State was created.

In 1839 Pratap Singh was deposed. He had committed many serious violations of his treaty engagements, more particularly of the 5th article of the treaty of 1819, in having during a series of years held improper communications with the Goa authorities ; in having held a clandestine intercourse with Appa Sahib, the ex-Raja of Nagpur ; and in having tampered with the Native officers of the 23rd regiment of Bombay Native Infantry. The British Government, however, offered to forgive all his past offences on his subscribing to certain conditions† to be appended to the treaty of 1819. This he refused to do, and was therefore removed to Benares, where he was

* See Hyderabad, Vol. IX.

† CONDITIONS OFFERED TO THE RAJA OF SATARA.

Information having been received by the British Government that Your Highness, misled by evil advisers had, in breach of the Treaty which placed you on the throne, entered into communications hostile to the British Government, an enquiry into these accusations was considered indispensable. This enquiry has satisfied the British Government that Your Highness has

allowed a pension of Rs. 10,000 a month. He died at Benares in 1847 leaving no male issue, but having, it is said, adopted his first cousin, Bala Sahib Senapati, a few years before his death.

On the deposition of Pratap Singh, his brother, Sahuji or Appa Sahib, was placed in power, and a new Treaty (No. CL) was concluded with him on the 4th September 1839. Soon after his accession Sahuji prohibited the practice of sati and abolished all transit duties in his State. He was an intelligent and popular ruler. He died on the 5th April 1848. During his illness he adopted a collateral relative, Venkaji Raje, descended from Shivaji, the founder of the Maratha empire. But Government refused to recognise the adoption, and decided that the Satara territory had, by failure of heirs, lapsed to the power that bestowed it. The Ranis remonstrated against the resumption of the State, and refused the provision offered to them. Eventually, however, they acquiesced in the arrangements made, receiving for themselves and their adopted son their lands and the private

exposed yourself to the sacrifice of its alliance and protection. Nevertheless, moved by considerations of clemency towards Your Highness and your family, the British Government has resolved entirely to overlook what has passed on the following conditions, *viz.* :—

First.—That Your Highness now binds yourself strictly and in good faith to act up literally to all the Articles of the Treaty of the 25th September 1819, and especially to the 2nd Article of that Treaty, which is as follows :—

" The Raja for himself and his heirs and successors engages to hold the territory in subordinate co-operation with the British Government, and to be guided in all matters by the advice of the British Agent at His Highness's Court."

Second.—That Your Highness binds himself to pay your brother, Appa Sahib Maharaj, whatever allowances he has heretofore received and to put him in possession of all his private property, and should any dispute arise on this subject, the same is to be referred to the Resident for adjustment. Appa Sahib Maharaj is also to be permitted to reside at any place he himself may choose under the protection of the British Government.

Third.—That Balwant Rao Chitnavis be dismissed from Your Highness's Councils and not permitted to reside within Your Highness's territory without the sanction of the British Government.

Fourth.—The persons whose names are inserted in a separate list having been guaranteed by the British Government in person, property, and allowances of every description as the same stood in July 1836. This guarantee is to be binding on Your Highness and all complaints against them are to be referred to the Resident. Should it appear necessary hereafter to the British Government to add the names of any other persons to this list, the same guarantee is to be extended to them, and it is to be acted upon in good faith by Your Highness in any manner that may be pointed out by the British Government ; all complaints against these persons are also to be referred to the British Resident for his adjustment.

The above are the terms to be agreed to by Your Highness, and these conditions are to be considered as supplemental to the Treaty of the 25th September 1819, and to be signed and sealed as such by Your Highness ; and while it is announced to Your Highness that there can be no modification in these terms, as Your Highness's sincere well-wisher, the British Government offers them in the confidence that Your Highness's penetration will recognise their moderation, and the expediency of a prompt acquiescence. It is confidently expected also that the clemency of the British Government in preserving your State [Raj] will be duly appreciated by Your Highness, as it cannot fail to be by the general voice of this country, and induce Your Highness for the future scrupulously to maintain the relations of friendship and mutual confidence by acting up to the provisions and principles of the Treaty.

property left by the Raja, together with a liberal allowance from the British Government for life. Venkaji Raje died in 1864,[1] and in the following year the eldest and only surviving Rani was granted permission to adopt a son, Raja Ram, on the understanding that he would only succeed to her private property, personal and real. The Rani died in 1874, when half her pension, amounting to a sum of Rs. 2,500 a month, was continued to Raja Ram for life, and it was in contemplation to provide him with a suitable residence. He was, however, so extravagant in his ideas as to the style of residence appropriate to his dignity that the matter could not be settled. He was heavily involved and no practicable scheme could be devised for a settlement of his debts. He was a first-class Sardar of the British Government. Gratuities to the amount of Rs. 3,615, and pensions amounting to Rs. 12,322 a year, have been granted to the dependants of the Rani.

Sardar Raja Ram died on the 10th April 1904. His pension has been continued to his two sons, Shivaji, *alias* Anna Sahib, and Pratab Singh, *alias* Bhau Sahib, for their life time on certain conditions, one of which is that the settlement of their debts should be left in the hands of the Agent for Sardars. The elder son, Shivaji, has also had the Sardarship continued to him.

6. THE NIPANIKAR.

This Chief was one of the southern Maratha Jagirdars (see page 223). Sidoji Rao, with whom the British Government made an Engagement (No. CLI) in 1820 similar to that concluded with the other jagirdars, died without heirs, and his estate lapsed to Government.

No. CXXXIV.

ARTICLES for a TREATY of PEACE and FIRM FRIENDSHIP between the HONOURABLE WILLIAM HORNBY, ESQ., PRESIDENT and GOVERNOR, etc., COUNCIL of BOMBAY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, and the NAWAB IMTYAZOOD DOWLAH, MAAZUD KHAN BAHADOOR DILERJUNG, of BAROACH, etc.—1771.

ARTICLE 1.

Peace and friendship to subsist uninterrupted in future between the Honourable Company and the Nawab of Baroach, his heirs and successors.

ARTICLE 2.

All British subjects, or persons trading under the protection of the Honourable Company's sealed passes and colours, shall pay no customs at Baroach, etc., places in the Nawab's country, except such as the Honourable the President and Council shall impose, which shall be levied by such persons as they shall appoint on account of the Honourable Company; and the Nawab engages, for himself and successors, that no fees, duties, or exactions of any sort shall be levied on the said trade by himself or them on any pretence whatever.

ARTICLE 3.

The Honourable the President and Council shall have free liberty to settle a factory wherever they think proper; and a suitable portion of ground for building the said factory on, or a convenient house, shall be allotted for that purpose.

ARTICLE 4.

The Dutch have already a factory at Baroach; but in future no other European nation shall be permitted to settle a factory at Baroach without the consent of the Honourable the President and Council.

ARTICLE 5.

The Nawab engages never to assist the enemies of the English nation, but obliges himself to assist the Honourable Company in the wars they may be engaged in with one thousand private sepoys and three hundred cavalry,

with their officers, or such larger number as they may want and he can spare, at the following rates, *viz.* :—

Each horseman	Rupees 15 per month.
Each sepoy	„ 7½ „

or at such rates as it shall appear they stand him in.

ARTICLE 6.

The Nawab will not engage in any war with any of his neighbours without the consent of the President and Council ; but in all wars which he shall engage in with their consent, or if he shall be suddenly attacked in his territories, they shall give him effectual support and assistance, he paying the troops on the following terms :—

To each European	Rupees 15 per month.
To each sepoy	„ 7½ „

N. B.—The commissioned officers of the Company and the superior officers of the Nawab to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party assisting.

ARTICLE 7.

The Nawab agrees to pay unto the Honourable Company, in consideration and acquittal of all demands to this day, the sum of four lakhs of Rupees, which the Honourable the President and Council agree to accept in full for their claim on him for the phoorza and exactions of customs on British merchants, on condition he shall inviolably adhere to the terms herein contained ; and on failure hereof, it is hereby declared that the above sum of four lakhs shall be deemed and taken to be for repaying the expense incurred by the expedition only ; and the Honourable the President and Council in such case hereby declare themselves at free liberty to pursue the most effectual means for the recovery of any demands which they or their allies have or may hereafter have upon him. The said four lakhs of Rupees are to be paid within two years and a half from the date hereof, at the following stated periods, *viz.* :—

Two lakhs within six months from the date hereof ;

One lakh more within twelve months from the first payment ; and the

One lakh remaining in the following year ; for which he will enter into a bond, binding himself and his heirs, and mortgaging his whole territories.

ARTICLE 8.

In case any expedition shall be hereafter undertaken, and success attend it, the Honourable the President and Council will take care that the Nawab

of Baroach shall have a recompense adequate to the assistance he may afford.

ARTICLE 9.

In consideration of the friendship established between the Honourable Company and the Nawab, he shall have firm friendship with all their friends and allies, particularly the Nawabs of Surat and Cambay, with whom he shall enter into a Treaty, and shall consider all their enemies as his, and they shall consider all his enemies as theirs. For the due performance of this Article, we, on the parts of the Nawabs of Surat and Cambay, become security.

Bombay Castle, 30th November 1771.

SEPARATE ARTICLE entered into with the NAWAB of BAROACH.

You, the Nawab Saheb Imtyazood Dowlah Maazud Khan Bahadoor Dilerjung, may live at the port of Baroach, freely believing us your friends for ever. We have given up the demands of phoorza, its produce for forty years, overcharge in the customs on goods belonging to the merchants under the Honourable Company, and charge of the expedition sent against you. Our hearts are quite cleared, and we have made a friendship agreeable to your wishes. No demands nor answer now remain to make with you. We have given you this acquittance, in full for all demands, as above mentioned.

We shall get paid yours and your subjects' just debts, from any persons or place under your government, on being proved. We shall admit no information against you; we look upon Baroach as ours and Bombay as yours. This protection paper is granted you from the part of the Honourable Company, with their word as well as our word and honour, that we shall not fail in our friendship and assistance of force and ammunition upon occasion, for which purpose this everlasting protection paper is given you. All the counsellors are bound that no difference will be either with you or your children, and the friendship shall be daily increased more and more. You may, if you choose, come to Bombay with your family. For your coming and going, as well as for the performance of all the conditions herein above mentioned, this agreement will serve you as a voucher, which we agree to perform with the Honourable Company's word and honour. Should any merchants of Baroach or the persons under your protection, choose to trade for Bombay, we agree to their doing it freely, and paying the usual customs of this place, without hindrance on the part of the Honourable Company.

TRANSLATION of the NAWAB'S BOND to the HONOURABLE COMPANY.

Know all men that I, Imtyazood Dowlah Maazud Khan Bahadoor Dilerjung, Nawab of Baroach, have this day agreed and acknowledged

myself indebted unto the Honourable United English East India Company the sum of four lakhs of rupees, current money of Bombay, for the payment of which to be well and truly made unto the Honourable William Hornby, Esq., President and Governor, etc., Council of Bombay, at the following stated periods, I hereby bind himself, my heirs, and successors, and mortgage my whole territories, to be at the disposal of the said Company, in case of failure :—

Two lakhs within six months from the date hereof ;

One ditto more within eighteen months from the date hereof ;

One ditto more within two years and six months from the date hereof.

In witness whereof, etc., etc., in presence of my brother, my uncle, my codjee, my moonshee, my vakeel, who have also signed to this bond as witnesses of its being my act and deed.

No. CXXXV.

In the name of God ! To Nathan Crow, Esq., Chief of Surat, in behalf of the Honourable Company Bahadoor, write Mehta Netianundjee Sookhanundjee, Vedianundjee Sookhanundjee and Shevanundjee Atmaramjee, in behalf of Rajah Doorjunsingee of Mandavee, and beg leave to represent that a Fakeer named Ubdul Raymaun, who resides at Bodhan village, has been breeding rebellion by exciting the fanaticism of the Mahomedan religion, and assembling the Mussulmans, Bohrahs, etc., of all the surrounding pergunnahs and attempting to force the Brahmins to become Mahomedans ; he has also erected the flag of Islam and taken possession of Mandavee, and burned down our houses with those of the ryots, and plundered to the amount of lakhs of rupees from the treasury of the Rajah, and also to the value of lakhs of rupees in money and jewels of the ryots. The Mahomedans have in fact usurped our country without justice, and those of their religion who were in our army have joined the fanatics, and the Rajah is kept under restriction. We therefore enter into an agreement of amity with you, and request that you will be pleased to send a detachment from the army of the Honourable Company to retake Mandavee and again establish our government there, and whatever charges may be incurred by sending the detachment shall be defrayed by us, and repaid by us to you on our retaking possession thereof ; and if we fail to give a satisfactory answer for the abovementioned disbursements, the revenue of our territory shall be answerable for the demand. Besides defraying the aforesaid expenses we assign to you, on account of your trouble in this affair, from the produce of the Mandavee pergunnah and those of Pardy, etc., *viz.*, 5 villages, Oudeypore, Kolluk, Balda, Pardy, and Sookus, and also of the produce of the jaghire villages, and from whatever territorial revenue we may possess we make over a share to the Honourable Company of six annas per rupee, the remaining ten annas belonging to the Rajah, and this division to remain in force for ever and ever. The Company Bahadoor, we trust, will take under

their protection our Wuzarut, and maintain the Rajah in his government in future. For the sake of further security, we beg a party, consisting of twenty-five sepoys, may be stationed at Mandavee, the expense of which shall moreover be defrayed by us. We have delivered to you this writing with our signatures affixed thereupon.

Dated Sumbut 1866, Pous Sud 13th, Thursday, corresponding with 18th January 1810.

(Sd.) RAJAH DOORJUN SINGH.

No. CXXXVI.

To the Sircar of the Honourable Company Bahadoor, Nathan Crow, Esq., Chief of Surat; Wuzeer Netianundjee Sookhanundjee, and Vedianundjee Sookhanundjee, and Mehta Shevanundjee, Atmaramjee, on the part of Rajah Doorjunsingjee of Mandavee, beg leave to represent that we have entered with you in an agreement of six annas per Rupee payable to you from the territorial revenue of Mandavee Pergunnah and the fort of Pardy, etc., five villages, and which was concluded on the 17th January 1810, corresponding with Sumbut 1866, Pousood 13th. That your share of six annas, including what His Highness the Peishwa had, has been ceded to the Honourable Company in their books; for these purposes we now fix sixty thousand rupees (60,000), which from the current Murgsal, in the manner in which Your Honour will be pleased to settle the payments whereof by kistbundy or instalments and in conformity thereof, we shall pay that amount annually in the Broach or Pergunnah currency; and this writing is true.

Dated Sumbut 1866, Phagunsood 6th, Sunday, corresponding with 11th March 1810.

Witness.

(Sd.) RAVUL BAVAJEE.

KOOSULSING.

(Sd.) MAHA RANA DOORJUNSINGJEE

confirmed the above writing.

(„) NETIANUNDJEE SOOKHANUNDJEE

confirmed; handwriting of Vedianund.

(„) VEDIANUNDJEE SOOKHANUNDJEE

confirmed the above writing.

(„) SHEVANUND ATMARAM

confirmed the above writing.

In the above writing, in which sixty thousand rupees are inserted, the kistbundy or instalments whereof we have mentioned below, and agreeably

to which we shall pay annually into the Sircar of the Honourable Company Bahadoor at the rate of Rs. 5,000 per month.

(Sd.) NETIANUND BHY SOOKHANUND

confirmed this writing.

The handwriting of Netianund

(„) VEDIANUND SOOKHANUNDJEE

confirmed this writing.

(„) MHETTA SHEVANUND ATMARAM

confirmed this writing.

No. CXXXVII.

IN THE NAME OF GUNNISSA GOD,—1818.

AGREEMENT passed to the HONOURABLE COMPANY BAHADOOR by MAHA RANA AMEERSINGJEE, the RAJAH of MANDAVEE, as follows:—

ARTICLE 1.

That several persons composing my councils and ministers had planned a desperate act against the government of the Honourable Company upon which I have dismissed them and sent them all from my confidence and service. That I shall on no account keep them in future, either publicly or privately, into any confidence and management of my affairs. I further engage that I shall never retain in my service or give my confidence to any person or persons who may be found to be enemies and bad wishers to the Sircar of the Honourable Company Bahadoor.

ARTICLE 2.

No change in the administration that may be formed for the affairs of Mandavee shall be made or effected, and no minister, etc., shall be displaced or replaced without the consent and approbation of the Honourable Company's Sircar. Provided in all these cases (if there shall be necessity for any change) an acquiescence or approbation of the Honourable Company's Sircar shall in the first instance be obtained, to carry such measures into immediate execution. Provided also that I shall not in any wise act without the full consent and acquiescence of the Honourable Company's Sircar.

I have passed this engagement at Mandavee and delivered it with my seal and signature affixed, and I declare it to be agreeable and confirmed by me.

Dated Sumbut 1874, Vuysauk vud 1, Thursday, corresponding with the 21st May A.D. 1818.

(Sd.) MAHA RANA HUMEERSINGJEE.

Witnesses :

(Sd.) MUHUDA JAISINGBAVA.

(„) RAWUL KOOSULSINGJEE.

(„) SOORUTEEA CHUNDERSINGJEE.

(„) SOORUTEEA GOOMAUNSINGJEE.

NO. CXXXVIII.

The ARTICLES agreed upon and sealed by the GOVERNOR of AMADANAR and the GOVERNOR of SURAT, and four principal Merchants, and to be confirmed by the Seal and firm of the GREAT MOGHUL within forty days after the former sealing, or else to be void, for the settling of trade and factories in the cities of SURAT, CAMBAY, AMADANAR, GOGA, or in any other part or parts of this country within the GREAT MOGHUL'S dominions. Witnessed under our hands and seals the one and twentieth of October 1612.

ARTICLE 1.

In primis, that all which concerneth Sir Henrie Middleton be remitted, acquitted, and cleared to us ; that they shall never make seizure, stoppage, nor stay of our goods, wares, and merchandizes to satisfy for the same.

ARTICLE 2.

That they shall procure from their King, the Great Moghul, at their proper cost, his grant and confirmation of all the Articles of Agreement under the great seal of his hand, and shall deliver the same unto us for our security and certainty and perpetual amity, commerce and dealing with them, within forty days after the sealing hereof.

ARTICLE 3.

That it shall be lawful for the King of England to keep and continue his ambassador at the Court of the Great Moghul during the time of the said peace and commerce there to compound and end all such great and weighty questions as may any way tend to the breach of the said peace.

ARTICLE 4.

That at all times upon the arrival of our ships in the Rhode of Swally there shall be proclamation in the city of Surat three several days together, that it shall be free for the country people of all sorts to come down to the water side, there to have free trade, dealing, and commerce with us.

ARTICLE 5.

That all English commodities shall pay custom, according to the value or price that it beareth at the time that it is put into the custom house, after the rate of three and a half the hundred.

ARTICLE 6.

That all petty and pedlerly ware be free of custom, provided that it exceed not in value ten rials of eight.

ARTICLE 7.

That we shall have ten manu for our manuda carried from the water's side to Surat, and after the same rate back again : and for carts we are to repair to the mookuddum of Swally to send for Surat, and at Surat to repair to the broker for carts down again.

ARTICLE 8.

That if any of our men die in those parts, that then neither the King, nor Governor, nor under-officer shall make title or challenge to anything that to the dead belonged, nor demand fees, nor any kind of taxes, or customs.

ARTICLE 9.

That if all our men die here in these parts, between the times of the coming of our ships, that then, by some officer thereto appointed, just and true inventory, notice, and knowledge be taken of all such monies, goods, jewels, provisions, apparel, and what else to our nation belongeth, and the same shall safely preserve and keep, and deliver to the General, Captain or merchants of the first ships that shall after here arrive ; and to receive a discharge from the General, Captain, or merchants, to whom such goods and monies shall be delivered.

ARTICLE 10.

That they secure our men and goods upon the land, redeeming all such, both goods and men, as shall happen to be taken upon the land by the Portugals; and shall deliver both men and goods again to us free of all charges, or the value of our goods and men instantly.

ARTICLE 11.

That as in all kingdoms there are some rebels and disobedient subjects, so in our nation there may be some pirates and sea-robbers, which may happen to come into these parts, and here may rob and steal; if any such shall happen then will not we, by our trade and factory here, be liable or answerable for such goods so taken, but will aid them with our best means that are so grieved by justice to our king, for redress and restitution unto them.

ARTICLE 12.

That all such provisions of victuals as shall be spent during the time that our ships shall remain here in the Rhode of Surat and Swally, half free of custom, provided it do not amount unto above a thousand dollars in money.

ARTICLE 13.

That in all questions of wrongs and injury that shall be offered unto us and to our nations, that we do receive from the judges, and those that be in authority, present and speedy justice according to the quality of our complaints and wrongs be done us, and that by delays we be not put off and wearied either by time or charges.

No. CXXXIX.

The KING'S letters sent to SELIM SHAGH, the GREAT MOGHUL, in the year 1614, by SIR THOMAS ROE.

James, by the Grace of Almighty God, the Creator of Heaven and Earth, King of Great Britain, France, and Ireland, Defender of the Christian Faith, etc.

To the high and mighty Monarch the Great Moghul, King of the Oriental Indies, of Chandahar, of Chismer and Corazon, etc., greeting.

We having notice of your great favour toward us and our subjects, by your great firman to all your Captains of rivers and officers of your customs, for the entertainment of our loving subjects the English nation with all kind

respect, at what time soever they shall arrive at any of the ports within your dominions, and that they may have quiet trade and commerce without any kind of hindrance or molestation, etc., as by the Articles concluded by Suc Suff, Governor of the Guzerats, in your name, with our loving subject, Captain Thomas Best, appeareth, have thought it meet to send unto you our ambassador, which may more fully and at large handle and treat of such matters as are fit to be considered of, concerning that good and friendly correspondence which is so lately begun between us, and which will without doubt redound to the honour and utility of both nations. In which consideration, and for the furthering of such laudable commerce, we have made choice of Sir Thomas Roe, Knight, one of the principal gentlemen of our Court, to whom we have given commission, under our great Seal of England, together with directions and instructions, further to treat of such matters as may be for the continuance and increase of the utility and profit of each other's subjects, to whom we pray you to give favour and credit in whatsoever he shall move or propound toward the establishing and enlarging of the same. And for confirmation of our good inclination, and well wishing toward you, we pray you to accept in good part the present which our said ambassador will deliver unto you. And so do commit you to the merciful protection of Almighty God.

A COPY of the GRAND MOGHUL'S letter to the KING.

Unto a King rightly descended from his ancestors, bred in military affairs, and clothed with honour and justice.

A Commander worthy of all command, strong and constant in religion which the great Prophet Christ did teach, King James, whose love hath bred such impression in my thoughts as shall never be forgotten, but as the smell of amber, or as a garden of fragrant flowers whose beauty and odour is still increasing, so, be assured, my love shall grow and increase with yours.

Your letter which you sent me in the behalf of your merchants I have received, whereby I rest satisfied in your tender love towards me and desire you not to take it ill for not having writ unto you heretofore; for this my present letter I send to renew our loves, and herewith do certify you that I have sent forth my firmans through all my countries to this effect, that if any English ships or merchants shall arrive in any of my ports, my people shall permit and suffer them to do what they will freely in their merchandizing causes, aiding and assisting them in all occasions of injuries that shall be offered them, and that the least cause of discourtesy be not done unto them; as also that they be as free and freer than my own people. And as now and formerly I have received from you divers tokens of your love, so I desire your mindfulness of me by some novelties from your country as an argument of friendship between us, for such is the custom of Princes here.

As for your merchants, I have given express order through all my country to suffer them to sell, buy, transport, and carry away at their pleasure, without the let or hindrance of any person whatsoever, all such

goods and merchandize, or other things as they shall desire to buy, and let this my letter as fully satisfy you in the desired peace and love as if my own son had been the messenger to ratify the same. And if any in my country not fearing God, nor obeying their king, or any other void of religion should endeavour, or be an instrument to break this league of friendship, I would send my son Sultan Coronne, a soldier approved in the wars, to cut him off, that no obstacle may hinder the continuance and increasing of our affections.

No. CXL.

FIRMAN granted by SHAH AURUNGZEB to the HONOURABLE EAST INDIA COMPANY, dated the 25th June 1667.

Be it known to the Governor, Prefects, and Officers of Affairs of the Port of Surat, present and to come confiding in our Royal favour, that at this present time, joined to happiness, certain notice is come to our ears, that whereas formerly the rate for customs of goods belonging to the merchants of the Dutch nation was on every hundred Rupees three and a half Rupees, and afterwards, having an eye to the profitable condition of the said people, two Rupees was only ordered; and whereas the merchants of the English nation have made their request that the rates for the customs of their goods may be confirmed according to the Dutch constitution, and that a firman may pass from our Excellent and Noble Court that the goods and merchandizes which the said merchants, having bought in Bengal, and in the Royal Seat of our Kingdom, Akburabad, and other countries and great cities, do transport by the way of Burhanpoor and Ahmedabad, to sell them in the Bundur of Surat, may not be stopped by any person in their passage on pretence of taking Rahadaries or other duties, or on any prohibition whatsoever; and in case any of the goods belonging to the aforesaid persons be robbed in the way, that the officers and the guards of the said place do, in the recovery of the said goods, make all diligent search; and whereas a petition was directed to our exalted throne, upon the sight of a letter which Ghyas-ood-deen Khan, Governor of Surat, hath written unto the trusty protector of our riches, the repose and glory of our kingdom, the pillar of our councillors, emblems of honour, the flower of our Princes, high in dignity, the provident disposer of our kingdoms and estates, the open way to riches and plenty worthy of all grace, a rewarder of all degrees of men, a lord of pity, the mark of felicity, Chancellor of our kingdoms, and sole manager of our affairs, Jafer Khan, to this effect, that in case any favour be shown to the English nation (who are well wishers to the riches of our Court, by their services which they have performed to our benefit, have so approved themselves formerly and hitherto in an obliging manner), it will be well deserved by them; and whereas the instant desire of our mind, known in truth, and the perfection of our heart, established in justice is expended on the quiet state and universal benefit of all people: at the agreeable petition of the merchants of the English nation, having forgiven them one Rupee of the sum of three

Rupees (the accustomary duties of their goods), I have now ordered them to pay but two Rupees; therefore, from this time forward on every hundred Rupees value of goods belonging to the English nation two Rupees must be taken in the aforesaid Bundur, and the Governors, Captains of Guards, Lieutenants of countries, Guards of Passes and the highways of the provinces and great cities aforesaid, shall not give any molestation or opposition to the aforesaid merchants on pretence of Rahadaries or other demands whatsoever, which are prohibited in our Court and High Palace; and in case in any place the least part of their goods or merchandize be stolen, that in the recovery of them all strict search and enquiry be made, and the thieves, together with the goods stolen, being apprehended, the goods may be delivered to the owners and the thieves to punishment. In this affair let them observe all extraordinary diligence towards our Court, and be very circumspect and cautious to abstain from the breach hereof.

Written the 11th day of Mohurrum in the tenth year of our high reign, corresponding with the 25th June A. D. 1667.

No. CXLI.

TREATY between the HONOURABLE EAST INDIA COMPANY and SEEDEE MASOOD KHAN and SUFDAR KHAN of SURAT.

Original ARTICLES of PEACE executed by SEEDEE MASOOD KHAN and SUFDAR KHAN, being written with the latter's hand in Persian, and sealed with the former's seal, dated the 17th March 1752.

ARTICLE 1.	ANSWER.
The peace made by Mr. Lambe and Council to be void and of no effect, and the papers to be torn, and a new receipt given for the customs.	Agreed that it be void, and a new receipt shall be given as soon as the year is expired.
ARTICLE 2.	ANSWER.
Two lakhs of Rupees to be paid the Honourable Company for the expenses they have been at, and what lost in the Latty; the whole sum to be paid in ready money.	Whatever the people think proper must be done to satisfy them.

ARTICLE 3.

For the Company's sake creditable posts must be given to Meah Atchund's sons.

ANSWER.

Agreed for the Company's sake to give them the post of Lord Mayor.

ARTICLE 4.

The Company's garden, cows, coaches, or any thing else taken from us to be returned.

ANSWER.

Agreed that the cows, coaches, horses, etc., be returned, and a receipt taken.

ARTICLE 5.

The Company's business to go on agreeably to their firman privileges, and all goods to pass by the Moolah's gate.

ANSWER.

According to custom every thing will go on, and nothing unjust will be done, and perhaps better than before.

ARTICLE 6.

Mr. Lambe and the rest of the Company's people that are in town are not to be hindered from coming to us.

ANSWER.

From the government no hindrance or harm will happen to them.

ARTICLE 7.

The guards that are set about the Company's house to be taken away, and after this the like not to happen again, and all the batteries within and without that have been made upon this occasion to be taken down, which will be for the good of the people, and prevent further disputes.

ANSWER.

The batteries shall be taken away and nothing remain that may cause any difference between us.

ARTICLE 8.

All servants and dependants upon the Company that are now in fear are not to be molested, and after this, upon no account whatever, no harm is to be done to them.

ANSWER.

Whatever has been customary we may be assured shall be complied with.

Dated the 17th March 1752.

MEMORANDUM.—This Treaty was executed on the 17th March 1752, having on that date been signed and sealed by Sufdar Khan and Scidy Musood,

and delivered to the Chief in Council at Surat. The two following writings were at the same time passed to the Chief in Council by Scidy Musood and the principal merchants and other inhabitants of Surat. This Treaty was ratified by the Government of Bombay.

Writings alluded to in the foregoing Memorandum.

SEEDEE MESOOD KHAN and MERCHANTS writing for TWO LAKHS of Rupees to be paid in the space of one year, executed on the 17th March 1752.

Servant of the King, Scidy Musood Khan, gives this writing for two lakhs of Rupees that was agreed upon to be paid the English on making peace; the merchants and subjects of Surat have given me one for this sum and settled with me. For this reason I, on the part of the people at Surat, am bound that in the space of one year I am happy to pay this sum to the Company. These few lines are written by way of bond.

Dated the 15th of Jemmadee-ool-Awul 1165, sealed by Scidy Musood Khan and eleven of the principal inhabitants and heads of castes.

MERCHANTS' and SUBJECTS' note for TWO LAKHS of Rupees to be paid the ENGLISH, as agreed upon, on making PEACE, executed on the 17th March 1752.

Writing sealed by Moollah Ameen-ood-deen and Ibrahim Chellaby, etc., merchants and subjects, dated 15th of Jemmadee-ool-Awul 1165, 17th March 1752.

The meaning of this is, that we merchants, etc., of Surat agree to this, that because between the English and Khan there have been disputes, to put an end to which, for the sake of the people, Sufdar Khan and Scidy Musood Khan agreed to make peace, and to pay two lakhs of rupees in lieu of the expenses the English have been at: For this reason we, the merchants and subjects, willingly and without force agreed to it, agreeably to the underwritten list, and after this sum is paid, this custom is to be taken off and cease, not to be a precedent in future. The one per cent. paid upon ready money brought into town, which the Khan agreed the merchants should not pay, whatever now arises from this must be given to the English. The subjects of Surat are to pay one per cent. on all the money that they import in Bombay. Whatever arises from the customs on goods coming in or going out of Surat are now to pay one per cent. more than before, and what it may amount to is to be given to the English.

Dated the 17th March 1752.

No. CXLII.

CONTRACTED and AGREED between the HONOURABLE RICHARD BOURCHIER, ESQ., in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY on one part, and FARIS KHAN on the other, this 12th day of March 1758, *viz.* :—

ARTICLE 1.

That the Honourable Company's troops and marine forces shall put Faris Khan in possession of the government of the city of Surat by fixing him in the Durbar and supporting him in the same.

ARTICLE 2.

That the Honourable Company shall possess the castle of Surat, with all its immunities and emoluments, and the Tanka, etc., whatever the Scidy is now possessed of in Surat and its dependencies.

ARTICLE 3.

That Faris Khan shall pay the whole expense of the expedition, for which he binds the phurza or custom house for security of payment.

ARTICLE 4.

That the sum of Rupees two lakhs (2,00,000) shall be made good and paid to the commanders and private people, both military and marine, that they may not plunder nor commit any irregularities, which sum is to be made good to him by a varan laid upon the city, merchants, shroffs, etc., inhabitants.

ARTICLE 5.

That the water gate called Mulna's Kirkee shall at all times be possessed by the English without molestation from the government's officers or sepoys and that the two gates, one of the inward wall and one of the outward wall, next to the English garden, shall always be free for the English to come into and go out of at all times without any molestation.

ARTICLE 6.

That the Honourable Company shall enjoy all the privileges of the Moghul's royal firman as amply as they ever enjoyed them without any molestation from any of the government's officers, either to their own trade or any under their protection.

ARTICLE 7.

This contract and agreement is not intended in any shape to prejudice the immunities nor indulgences granted by the Moghul to any other Europeans, nor to prejudice the Mahrattas in whatever contracts or agreements are in force between them and the government of Surat, but that Faris Khan shall be obliged to pay them their stipulated one-third of the revenues of Surat, as has been done for some years past. Counterpart of this engagement is signed, sealed, and exchanged the day above mentioned between the contracting parties, the Honourable Richard Bourchier, Esq., and Faris Khan.

Ratified and exchanged on the 12th March 1758.

No. CXLIII.

TREATY between the HONOURABLE EAST INDIA COMPANY and MEAH ATCHUND of SURAT, dated the 4th MARCH 1759.

Seal of Meah Atchund.

ARTICLES of AGREEMENT made with MEAH ATCHUND at SURAT under date the 4th March 1759.

Agreeably to your desire, I sent a person to you, by whom you advised me verbally of your demands; and with sincerity of heart I now write the particulars I can agree to, which are as follows:—

Wrote by the Nawab over each Article.

ARTICLE 1.

That Faris Khan shall be appointed to the office of Naib in its greatest extent, as in the time of Sufdar Khan, and nobody but himself shall interfere in the said post.

ARTICLE 1.

1st. Agreeably to this Article, I fully consent to Faris Khan's appointment.

ARTICLE 2.

That whatever Articles Faris Khan has given in writing or promised to the Honourable Company (the particulars of which cannot be drawn out at present, and must be deferred till we can meet), shall be fully complied with without the least diminution.

ARTICLE 2.

2nd. Whatever Faris Khan has wrote or promised to do for the Honourable Company, I will stand to without the least alteration.

ARTICLE 3.

That the Mecha gate shall be opened, our troops admitted, and we shall join our forces to drive our enemies out of the town.

ARTICLE 3.

The Mecha gate shall be opened, your troops admitted, and joined by mine to drive out the enemy.

ARTICLE 4.

The above Articles a person in your behalf demanded, all which I agree to and will comply with; and the government shall be continued to me in full authority; and to the above I have put my own seal, and Meer Cootb-oo-deen will sign and seal the same, after which you must send a counterpart of this writing, with the Honourable Company's seal affixed.

ARTICLE 4.

Agreed to, and that we shall act jointly in turning our enemies out of the town.

Wrote by Cootb-oo-deen.

Whatever the Honourable Company have demanded, I agree to.

Cootb-oo-deen's Seal.

A counterpart of the above articles was sealed with the Honourable Company's seal, and sent to Atchund, the 4th of March 1759.

PERWANNAHS granted in 1759, relating to the CASTLE and TANKA at SURAT.

Be peace and happiness with the renowned Mr. John Spencer, Captain of the Factory in the city of Surat. By the hands of your vakeel, your present and arzee (or request) have been received, and the purport and particulars thereof are understood, and your arzee (or request) to His Majesty has

been delivered. The pains you have taken, and the success you have met with in keeping open the door of Mecha, and delivering our subjects from oppression, we are pleased and satisfied with. As to the firman for the government of the castle, and Sunnud for the fleet, which are requested in the name of the English Company, I have given your vakeel an answer, who will particularly advise you thereof. Let the peshcush on this account be quickly remitted, that it may be presented to His Majesty, and your request thereby granted. In the meantime it behoves you to carry on affairs with alacrity, and be assured that herein nothing on my part shall be wanting to countenance you.

A REPRESENTATION made to the MOGHUL by Mr. JOHN SPENCER, in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY.

That by virtue of royal firmans of Your Majesty's predecessors, the English hitherto enjoyed favour at Surat, and carried on their business in a reputable manner, till in these days that the Scidy, usurping an undue authority in the town, used it to the ruin of the city in general, the lives and properties of Your Majesty's subjects being made light of by them, and they even proceeded so far as to take away the lives of our people, in direct breach of Your Majesty's firman; and, in short, instead of being the protectors of the place, became the oppressors of it, to such a degree that the just orders of Your Majesty were no ways regarded in this city, by their means; and things were come to this pass, that though, in consideration of the Tanka, the Scidy was to protect the bar, yet, so far was he from doing that, that for many months past a large fleet of Sancrajee Punt's, Ballajee Rao's Naib, entirely shut up the bar, as did a large land force by land, to the infinite detriment of the place and inhabitants in general, without the Scidy's interfering therein; and there was the greatest reason to believe that, unless some speedy and vigorous measures had soon been pursued, Your Majesty's famous city of Surat, the only port of good Mussulmen to the tomb of your Prophet, would have been brought to shame. In such circumstances, the eyes of the whole town were cast on us, as the only persons of force sufficient to save the city from the calamities that it then felt, and was still further threatened with; and in consequence of their solicitations to me, though our business in those parts of the world is only trade and merchandize, and we are not desirous of taking or governing cities or countries, yet as all the inhabitants of this place, great and small, were earnestly desirous of it, and I saw it was for the good of the place, I wrote to the General of Bombay on the subject, in such manner, that at an immense expense he sent hither, on our King's ships, a great force of good and experienced men, with a large quantity of artillery and other warlike stores of all sorts, with which I have had the happiness to procure safety to the city and ease to the inhabitants, and have procured an entire currency to Your Majesty's orders in the place; and Your Majesty's authority, by all ways in our power, will be preserved in the place

as it used to be, and you will consider the English as desirous of receiving your orders, such being the intention of the Governor of Bombay and myself, whose whole power will be used to maintain the castle that we have possessed ourselves of for Your Majesty, and to preserve the bar and sea open against all opposers on your behalf; for we shall not apply the Tanka you have granted for this purpose to others, as has hitherto been the case; and since our having done this, the enemies that surrounded the place, both by sea and land, to its great prejudice, have been removed. We are always ready for the safety of the castle and the city, with its inhabitants, and therefore hope for Your Majesty's favour in behalf of the Honourable English Company, for whose good services on this occasion I must refer Your Majesty to the representation of the inhabitants of the place.

N. B.—There accompanied this a letter to the Vizier, much to the same purpose, requesting his countenance. Letters went also in the name of the Governor of Bombay on this occasion, to the king and vizier, referring in general to the above; and the whole was attended with a representation of the town in general on our behalf, under the seals of the Nawab Naib Codjee, the head Sciads and officers, and the heads of the merchants in general.

PERWANNAH under the VIZIER'S SEAL, for SCIAD MOYNADEEN KHAN to act as GOVERNOR of SURAT.

By the advices received here from Surat it has been made known to His Majesty that you, with the consent and at the desire of the inhabitants, are arrived there, and that afterwards the Honourable Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan, came and turned out Scidy Ahmed, who had possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease, and the inhabitants satisfied; therefore it behoves you to act as may be most conducive to the good of the city and His Majesty's affairs, that every body may follow their calling without fear, and the city flourish. Let this be implicitly obeyed.

On the 2nd of Shabun, and the sixth year of the reign of His present Majesty.

HOOKUM (or order) under the VIZIER'S SEAL, to MR. SPENCER, to assist and advise with SCIAD MOYNADEEN KHAN in the GOVERNMENT of SURAT.

Be it known unto the Honourable Mr. Spencer, Captain of the Factory in Surat, that in these days advice has been received, that with the consent

and at the desire of the inhabitants of the Bunder of Surat, the renowned and brave Sciad Moynadeen Khan Bahadoor came into the place, and that afterwards you with the renowned Faris Khan came, and turning out Scidy Ahmed from the king's castle, which he had possessed himself of, and given much trouble to the subjects by oppression and otherwise, gave ease and satisfaction to the inhabitants of the place, with which we are well satisfied; and it now behoves you to advise with and in conjunction with the above renowned so to carry on matters as may be most conducive to the good of the place and the honour of His Majesty, by assisting one another. Let this be done.

On the 2nd of Shabun, in the sixth year of the reign of His present Majesty.

HOOKUM under the VIZER'S SEAL, to the SUBJECTS and INHABITANTS of SURAT, to acknowledge and assist SCIAD MOYNADEEN as GOVERNOR of SURAT.

Be it known unto all the principal Sciads, Shaiks, and otherwise and old men of understanding, as also to all the merchants and others, our subjects, inhabitants of Surat, this His Majesty is made acquainted, by advices from thence, that by your consent and at your desire the brave and renowned Sciad Moynadeen Khan is come there, and after him Mr. Spencer, Captain of the Factory at Surat, with the renowned Faris Khan came and turned out Scidy Ahmed, who possessed himself of His Majesty's castle, and greatly oppressed our subjects, and that thereby the city is now at ease and the inhabitants satisfied: therefore it behoves you in all respects to assist and advise the said Moynadeen Khan, and with one accord to concur in every thing for the good of the place, which I would have implicitly obeyed.

On the 2nd of Shabun, and the sixth year of the reign of His present Majesty.

HUSBULHOOKUM under the GREAT SEAL of the NABOB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR.

Be peace unto the high and renowned Mr. John Spencer. The courage and conduct you have shown in His Majesty's service for the good of our subjects, the inhabitants of Surat, are made known to His Majesty, and their letter, expressing their satisfaction therewith, has also been shown, with which His Majesty is well satisfied and praises you; therefore upon this account, he has been pleased to order this Husbulhookum to be sent you, that you may take care of His Majesty's castle, and take the preservation of the trade of these seas particularly upon you, so that the inhabitants of Surat may carry on their business and live in ease and quiet, and the ships and vessels going to and coming from the most remarkable ports, as well as

others, be in no fear from rovers and pirates. The firman for the government of the castle and perwannah for the fleet, being given in charge to the English Company, shall be sent you from court.

On the 1st of the month of Zickad, and the sixth year of the reign of His present Majesty, the 24th of June 1759.

N.B.—The Husbulhookum to the Governor is in the same words as the above, only that to the epithets "high and renowned" are added "brave and courageous."

PERWANNAH under the COOCHUCK (or small) SEAL of the NAWAB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR, to MR. JOHN SPENCER.

The arzee of the high and renowned, with the present and letter expressing the merchants' satisfaction, have been received by the hands of Hadee Khan. The conduct and courage you have shown for the good of the inhabitants of Surat and His Majesty's service have been in a particular manner made known to him, with which he is well pleased and praises you for. It now behoves you, with a satisfied mind, particularly to look to the peace of the inhabitants and the preservation of His Majesty's castle, and to take care that the trade of the seas is kept open and safe; that the Hadjees, or pilgrims, and merchants, meet with no trouble and impediment, and that the ships, to and from the renowned and other ports, may be safe from any fear of violation from rovers and pirates. The firman for the government, and perwannah for the fleets, being given in charge to the English Company, shall be sent you from Court.

No date.

PERWANNAH under the COOCHUCK (or small) SEAL of the NAWAB VIZIER UL MAMULIK NIZAM-UL-MULCK BAHADOOR, to MR. JOHN SPENCER.

High and renowned, the tohod, or sums usually remitted from Surat, are now much wanted at court, and His Majesty is pressing for them. As yet what money the renowned Moynadeen Khan may have sent is not received, therefore perwannahs have been wrote to hasten him in that respect; but it likewise behoves you to press him on this head, and procure the remittance of the tohod by bills as soon as possible. Look upon this as absolutely necessary.

FIRMAN under the GREAT MOGHUL'S SEAL, and under-sealed by the VIZIER, for the HONOURABLE COMPANY'S holding the GOVERNMENT of the CASTLE OF SURAT.

Let the renowned among the people, the English Company, hope for His Majesty's favour ; and be it known unto them that in these happy and victorious times His Majesty has been pleased, out of his great grace and favour, to grant unto them the Killedaree, or Government of the castle of Surat, on its being taken from Mauphez Ahmed Khan : it therefore is requisite that they should be very grateful for this His Majesty's favour, and look particularly to the welfare of the castle, keeping proper order and discipline among the troops, and having provisions, stores, and ammunition always in readiness, as has been usual, which is strictly and especially required of them by His Majesty.

Given on the 11th day of Maharim, and in the sixth year of His Majesty's reign, or 4th of September 1759.

At the back of the firman is the Grand Vizier's Seal, and all his titles written at length.

DUSTUCK (or order) under the KHAN SUMAUN'S (or Steward's) SEAL, for the HONOURABLE COMPANY'S holding the King's Fleet.

The dustuk, in the name of the noble and renowned English Company, is as follows :—By His Majesty's Husbulhookum, the office of daroga of the great fleet belonging to the Bunder of Surat, vacant by the dismission of Scidy Yacood Khan, is now delivered into your charge ; therefore it behoves you to execute the said office with great care and circumspection, and carry on the business of it justly and with moderation. Look on this as absolutely required of you.

Dated the 2nd day of Maharim, in the sixth year of His Majesty's reign, the 26th of August 1759.

At the back of this is the seal of Zechal Doulat Fidaudin Khan Bahadoor, who is Khan Sumaun, or Steward to His Majesty, whose prerogative it is to grant this order.

AN ORDER, under the VIZIER'S SEAL, to SCIAD MOYNADEEN KHAN, GOVERNOR OF SURAT, regarding the payment of the TANKA, on account of the Fleet, to the HONOURABLE COMPANY, etc.

To the brave, noble, renowned, and careful Sciad Moynadeen Khan Bahadoor, on whom is His Majesty's favour: The Vakeel of the English Company having represented that as the daroga, or post of the great fleet belonging to the Bunder of Surat, under the Soubah of Ahmedabad, on the dismission of Scidy Yacood Khan, Killedar of Dunde Rajapore, from the said post, had been granted his constituents, he hoped that a perwannah, or order for the tanka, on account of the troops of the fleet, as has been usual since the time of him who is now in Heaven (meaning Aurungzeb), among the other charges of Surat, exclusive of what is sent to court, might be given him in your name. From the archives of the kingdom it appears that this office was in the hands of Scidy Yacood Khan, and that in the twenty-third year of the reign of Mahmud Shah he procured an order on Tegbeg Khan, then Governor, for the annual payment of two lakhs according to custom, besides what was sent to court. Now in these days, the office of daroga of this fleet, on the dismission of Scidy Yacood Khan, has been granted to the said Company, as has been usual under the Dustuck or order of the Khan Sumaun (or Steward), and dated the 2nd of Maharim, and sixth year of the present reign; therefore I now write you that you may pay unto them, account charges for the forces of the fleet, the usual tanka of two lakhs every year, agreeable to the hereafter order, among the other charges, exclusive of what is sent to court; and let the accounts and papers relative thereto be transmitted hither.

Dated the 25th of Maharim, and sixth year of the reign of His present Majesty, or 18th of September 1759.

On the back of this perwannah is the Vizier's seal, and the zimra, or certificate, from the several officers and registers at court, setting forth as is above related in the perwannah, and that the Vizier had given orders for registering the arzees and orders given thereon.

AN HUSBULHOOKUM, under the SEAL of the NAWAB VIZIER-UL-MAMULIK BAHADOOR to the ENGLISH COMPANY accompanying the Firman.

May His Majesty's favour ever remain upon the brave and noble English Company. It has pleased His Majesty to grant unto you the office

of Killedar (Castle Governor) of the Bunder of Surat, vacant by his dismission of Mauphez Ahmed Khan, as also the office of daroga of the great fleet of the said Bunder, vacant by the dismission of Scidy Yacood Khan; therefore agreeable to his order, you are now directed to take particular care of the proper execution of the above offices, by looking well to the welfare of the castle and preservation of the merchants, etc., on the high seas, keeping them clear of pirates and rovers who may infest them. This is positively required of you.

HUSBULHOOKUM, under the VIZIER'S SEAL, to MR. RICHARD BOURCHIER, GOVERNOR OF BOMBAY.

It has pleased His Majesty to grant unto the brave and noble English Company the office of killedar of the Bunder of Surat, vacant by the dismission of Mauphez Ahmed Khan, as also the office of daroga of the great fleet of said Bunder, vacant by the dismission of Scidy Yacood Khan. Therefore agreeable to his order, this is wrote you to direct that, according to the directions and advice of the said Company, you take all the care in your power for the proper execution of the said offices, by looking well to the welfare of the castle and preservation of trade and merchants on the high seas from pirates and other rovers. Of this you are required to be very careful.

Husbulhookums similar to the above from the Vizier to the address of Mr. Spencer the Chief at Surat, and to Sciad Moynadeen Khan, Governor of Surat, reached that place from the Court of the Moghul on the 7th November 1759.

NO. CXLIV.

TREATY with the NAWAB of SURAT—1800.

ARTICLES of AGREEMENT between the HONOURABLE EAST INDIA COMPANY and their successors and the NAWAB NUSEER-OOD-DEEN KHAN, etc., etc., and his heirs and successors, for the better ADMINISTRATION of the GOVERNMENT of the CITY of SURAT and its DEPENDENCIES, concluded on the 13th May 1800, or the 19th of Zilhuj 1214 of the Hegira.

Whereas the Honourable the English East India Company have been subjected to a heavy expense for the protection of the city of Surat, and whereas the existing system of internal government in the said city has

been found inadequate to the protection of the persons and property of the inhabitants; and whereas the Right Honourable the Earl of Mornington, Governor-General of the British possessions in India, and the Nawab Nuseerooddeen, etc., are mutually desirous of providing more effectually for the external defence of the city of Surat, and for the security, ease, and happiness of the inhabitants, the following Articles of Agreement are concluded on behalf of the Honourable English Company and their successors, by the Honourable Jonathan Duncan, Governor of Bombay, vested with full powers for that purpose by the said Governor-General on the one part, and by the Nawab Nuseerooddeen, and his heirs and successors on the other part :—

ARTICLE 1.

The friendship subsisting between the Honourable English Company and the Nawab Nuseerooddeen Khan, etc., is hereby strengthened and confirmed, and the friends and the enemies of one shall be considered to be the friends and the enemies of the other.

ARTICLE 2.

The Nawab Nuseerooddeen agrees that the management and collection of the revenues of the city of Surat, and of the territories, places, and other dependencies thereof, the administration of civil and criminal justice, and generally the whole civil and military government of the said city and its dependencies, shall be vested for ever entirely and exclusively in the Honourable English Company.

ARTICLE 3.

It is agreed that the Nawab shall be treated on all occasions with the same respect and distinction as his predecessors.

ARTICLE 4.

The English Company agree to pay to the Nawab Nuseerooddeen and his heirs, out of the revenues of Surat and its dependencies, in four equal quarterly payments, one lakh of Rupees annually, which shall be considered to be the first charge payable from the said revenues. The Company also engage to pay to the said Nawab and his heirs, in addition to the above mentioned lakh of Rupees, a proportion of one-fifth of the annual revenues now arising, or which may hereafter arise, from the said city and its dependencies, after deducting the said lakh of Rupees, the sum payable to the Mahrattas, and the charges of collection. The residue of the revenues, after the foregoing reductions, shall be at the disposal of the said Company.

ARTICLE 5.

In order that the Nawab may at all times have full satisfaction in respect to the revenues of Surat and its dependencies, he, the said Nawab, shall be at liberty to inspect all the accounts thereof from time to time, or to station

a vakeel, or accountant, at his own expense, in all or in any of the offices of collection, for the purpose of taking and transmitting to His Excellency copies of all or any of the accounts of the said revenue.

ARTICLE 6.

Courts shall be established for the due administration of civil and criminal justice, which courts, agreeably to the stipulations in the 2nd Article, shall be under the sole authority of the English East India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Bombay for the time being, and shall be conducted according to such Ordinances and Regulations (framed with a due regard to the existing laws and usages of the country) as shall, from time to time, be published by the said Governor in Council.

ARTICLE 7.

In complaints brought before the courts of justice, in which it shall appear, either by the application of the Nawab or the representation of the defendant at or before the time of giving in his or her answer, or by the petition of the complainant, that both parties are relations or servants of the Nawab, it is agreed that such parties shall, in the first instance, be referred for justice to the Nawab, or to any person he may appoint to dispense it. Any complaint against the relations or immediate servants of the Nawab by persons of a different description shall, in the first instance, be made to the chief Civil Servant at Surat, who shall refer it to the Nawab, who hereby engages to order an immediate investigation to be made, or, in case the parties should desire it, to order the dispute to be referred to a proper arbitration, the Nawab engaging to bring it to a direct issue, and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

No. CXLV.

TRANSLATION of a LETTER from the NAWAB of SURAT, to the RIGHT HONOURABLE SIR EVAN NEPEAN, BART., GOVERNOR of BOMBAY, dated the 16th Jemmadee-ool-Awul 1233 of the Hegira, or 24th March 1818.

After compliments.—All praise be to God! At the present pleasant season I have been made fully acquainted, by the verbal communication of the Chief's Agent, with your proposition regarding the fixing of my fifth share, and as to the minute details and ramifications of the transaction, and your wishes on the subject, with reference to the past, present and future, I duly comprehend the whole; and considering, as I do, that Your Excellency's views are intended for my well being and happiness, and that without empty ceremonies this fact has been exemplified by actual occurrences, I have

in this affair given my assent and concurrence to the settlement fixed upon by Your Excellency ; and I have now the pleasure to intimate that in lieu of the said fifth share, the sum of Rupees fifty thousand in money has been definitively agreed upon to be at all times paid out of the Honourable Company's treasury to me, my family and representatives, without any examination on account of batta defalcations, or the trouble of examining books, whilst all the former engagements between me and the Honourable Company are confirmed and ratified on their former footing by this measure.

I hope Your Excellency will continue at all times to enliven the banquet of amity by communicating to me your commands and wishes.

LETTER from the RIGHT HONOURABLE SIR EVAN NEPEAN, BART., GOVERNOR of BOMBAY, to HIS EXCELLENCY the NAWAB of SURAT, dated the 20th April 1818.

After compliments.—I have had the pleasure of receiving Your Excellency's obliging letter of the 16th of Jemmadee-ool-Awul, communicating to me Your Excellency's assent to the proposition recently made to Your Excellency by the Chief of Surat on behalf of this Government.

Your Excellency may be assured that in suggesting the arrangement, in which Your Excellency has expressed your acquiescence, the government consulted your interests as well as the interests of the Honourable Company, and it is very acceptable to me to find Your Excellency is entirely satisfied with that modification of the existing engagements between the Honourable Company and Your Excellency ; at the same time I beg Your Excellency will be assured that these engagements are not to be considered as otherwise altered in any respect, but on the contrary are now confirmed and ratified.

(Sd.) EVAN NEPEAN.

No. CXLVI.

TREATY with REGHOJEA ANGRIA, of COLABA, June 1822.

Whereas, by the conquest of the territories of Bajee Rao, the late Peishwa, and the complete extinction of his power, the rights possessed by his government are now transferred to that of the Honourable East India Company; and whereas it is desirable to fix with precision the future relations between the said Company and Raghojee Angria, the following Articles have been agreed upon :—

ARTICLE 1.

The friendly relations which have long subsisted between the Honourable East India Company and the Colaba State are hereby confirmed, and the

British Government agrees to afford its protection to the Chieftain of Colaba against the attacks of any other State.

ARTICLE 2.

Raghojee Angria, in consideration of such protection, engages, on his part, not to employ in his service any foreigner of any description whatever, whether European or American, nor to allow such foreigner to reside within his dominions without the permission of the British Government; and in the event of any such person arriving within his dominions, to report the appearance of such person to the British Government; neither will he enter into any treaty of alliance or commerce with any of the Native States, but place his sole reliance on the protection and support of the British Government in the enjoyment of his rights. And for securing the objects of this stipulation, it is further agreed that no communication or correspondence shall be holden by the State of Colaba with any other Potentate or State without the previous knowledge and sanction of the Honourable Company's government, but the Colaba State will continue the usual correspondence with the Khan of Junjeera, Sucheo Punt, and other umuldars on the border of the Colaba districts, respecting disputes which arise in the mehals and dependencies.

ARTICLE 3.

The territories of the Colaba State being intermixed with those of the British Government, and it being desirable that the possession of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed that such exchanges as may be necessary, with a view to the attainment of that object, shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government and those of the principality of Colaba. And the British Government, relying upon the fidelity of Raghojee Angria, and on the sincerity of his acknowledgment of the supremacy of the Honourable Company, hereby guarantees to him, and to his heirs and successors, on the conditions hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision.

ARTICLE 4.

The British Government relinquishes in favour of Raghojee Angria, his heirs and successors, nuzzur nuzzurana, as received or claimed by the late Peishwa and his successors, but reserves to itself entire supremacy over the Colaba State and the right of conferring investiture on the Chief of Colaba on any vacancy of the musnud. And the said Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to act generally in subordinate co-operation to the British Government.

ARTICLE 5.

The British courts of justice, laws and regulations, shall not be introduced into the principality of Colaba against the will of Raghojee Angria, his heirs and successors; but the British Government hereby requires and provides, and the Chieftain aforesaid in behalf of himself, his heirs and successors, hereby engages, for the continuance in possession of all persons actually holding enam and surinjam lands up to the present time, under the Sunnuds of the Peishwa or the Rajah of Satara.

ARTICLE 6.

And whereas the said Raghojee Angria has solicited (*vide* A) that the Honourable Company would guarantee to Venaik Rao Pursram Dewanjee and his associates certain villages and lands, of the value of Rupees 15,001, as per annexed list (*vide* B), the whole have been assigned to him as a reward for his past services, together with a debt due by the State of Colaba to the said Venaik Rao Pursram Dewanjee (*vide* C, D, E), not exceeding Rupees 2,28,287-3-18¾, and that the said Dewanjee shall not unjustly be molested by the Colaba State. Whereas the Honourable Company's government have undertaken the aforesaid guarantee to the said Venaik Rao Pursram Dewanjee, and to his heirs and successors, together with certain other persons therein named, Raghojee Angria hereby engages, in behalf of himself, his heirs and successors, to make due provision for the payment of such amount as may appear on investigation to be justly due to the said Venaik Rao Pursram Dewanjee; and in failure thereof, he further agrees that the Company shall be at liberty to interfere, when occasion renders it necessary, with a view to compel the said Raghojee Angria to place the said debt in a train of liquidation, by allotting specific funds for that purpose; but it is to be understood that on the discharge of the said debts, any funds which might be allotted to the payment thereof will revert to the said Raghojee Angria, his heirs and successors, on their former footing. With respect to the above-mentioned debt, such amount as may be ascertained to be justly due shall be paid. In case of any item in the account being objected to by either of the parties, as to its being of a greater or less amount, in the event of their not being able to come to an amicable private settlement between themselves, the Honourable Company's government will, on investigation, decide on any such disputed point, and order the party whose claim may appear just to receive credit for such ascertained amount. And whereas certain rights, immunities, and indulgences as to fields, salt, batty-fields, pal, etc., now held by the Dewanjee and his associates as mentioned in the annexed memorandum (*vide* F), may be affected by the exchange of territories, the said Company engages to continue them to the said Dewanjee and his associates, to be enjoyed on the same footing under the British Government, as before under that of the Colaba State.

ARTICLE 7.

All balances shall be adjusted within a reasonable time, and engagements shall be taken to that effect from all persons in arrear. In default of payment the parties shall be given up.

ARTICLE 8.

All guns, stores, and other moveable property in the forts and places to be mutually exchanged, are to be removed by the parties relinquishing the same.

ARTICLE 9.

Raghojee Angria hereby agrees, on behalf of himself, his heirs and successors, that in no case whatever shall any asylum be afforded within the limits of his possessions to any public offenders, or to any persons desirous of escaping from the jurisdiction of the Company's court of justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honourable Company; and he further agrees to deliver up all such persons without delay, on application from such officer or officers as the Governor in Council of Bombay shall appoint for the purpose.

ARTICLE 10

Raghojee Angria doth hereby engage on his own part, and on the part of his heirs and successors, to prohibit the import and export, as well as the transit of opium, within any part of the territories of the Colaba State.

ARTICLE 11.

And whereas the British Government hath bound itself to protect Raghojee Angria, his heirs and successors, against the attacks of any other State and to secure to him the quiet possession of the territories dependent upon Colaba; and whereas it is incumbent upon Raghojee Angria and his successors to make permanent provision for the support of Manajee Angria, now residing on the island of Bombay, on a stipend of Rupees 250 per mensem, allowed to him by the State of Colaba, the said Raghojee Angria hereby engages, on behalf of himself, his heirs and successors to continue payment of the said stipend of Rupees 250 per month to the British Government, as heretofore, for the purpose above stated, whilst the said Manajee Angria shall conduct himself in a suitable manner towards the government of Colaba, as now established; if any circumstances shall hereafter give rise to complaints against the said Manajee Angria by the Colaba administration for the time being, the British Government reserves to itself the exclusive right of deciding upon the conduct of the said Manajee Angria, whilst he continues to reside within the British dominions, and also as to the propriety, or otherwise, of the continuance of his said stipend of Rupees 250.

ARTICLE 12.

Beyond the boundaries of the Colaba State, as to be fixed by the exchange of territory, there are several villages, umuls, lands, wuttuns, and places belonging to it, both above the ghâts and below them, in turruff Nagota, talooka Soodhagur. These, whatever on enquiry they may appear to be, will, after due deliberation, be continued as heretofore, a detailed Schedule of them being hereafter made out and annexed to this Treaty.

(Sd.) HASTINGS.

„ J. ADAM.

„ J. FENDALL.

„ W. B. BAYLEY.

Ratified by the Governor General in Council, at Fort William in Bengal, this 16th day of August 1822.

(Sd.) G. SWINTON,
Secretary.

A.

TRANSLATION of a LETTER from RAGHOJEE ANGRIA of COLABA to the HONOURABLE M. ELPHINSTONE, at POONA, dated the 27th Jemmadee-ool-Awul, or 4th April 1818.

After compliments—Venaick Pursram, the Dewanjee, having eminently served the State of Colaba under the administration of the late Manajee Angria, and preserved it by maintaining the alliance with the Honourable Company when Bajee Rao subsequently broke with the Honourable Company and commenced hostilities, certain allowances and enams were granted to him and to those connected with him, as specified in a separate Memorandum, and which are to be enjoyed by the respective parties and their heirs, without objection, even though the said Dewanjee should retire from office. Any claims possessed by him against the State are also to be adjusted by the accounts, and he is to be duly protected by it, whenever occasion may render such protection necessary. I request that the Honourable Company's government will satisfy him on this point.

B.

MEMORANDUM of ASSIGNMENTS made by the COLABA STATE to VENAICK PURSRAM, Dewan, and to his dependants, Anno Sunnut Seman Ushurah-wu-Myatein-wu-Ulf, A.D. 1817-1818.

				Rs. q. r.
To Venaick Pursram, for himself . . .				10,002 0 0
			Rs. q. r.	
Villages granted in the district of Manickghur for			8,002 0 0	
The whole village of Koprolee, in the district of Assurwulee, as enam, the batty is fixed at the rate of Rs. 16, as per Sunnud . .		*Rs. q. r.* 1,000 0 0		
Villages granted as nemnook, as per Sunnud, to the amount of . .		7,002 0 0		
1	The village of	Oolway.		
1	Ditto	Furghur.		
1	Ditto	Dapolee.		
1	Ditto	Johur.		
1	Ditto	Sawlay.		
1	Ditto	Pirkonay.		
11	Ditto	Kopur.		
1	Ditto	A distillery in the district of Aoorvulee.		
8				
			Rs. q. r.	
The amount of which . . .			7,542 0 0	
Deduct the amount granted separately, *viz.*—				
To Pandoorung Nursurweed		200 0 0		
To his dependants . . .		340 0 0		
			540 0 0	
				Rs. q. r.
Balance . . .			7,002 0 0	
				8,002 0 0
Payable from the Treasury in cash as nemnook .				2,000 0 0
To his dependants, as nemnook, Rupees 4,260-2-25, *viz.*:—				
To Bapoojee Bullab, Rupees 1,872.				
Villages to the amount of Rupees 1,300, *viz.*:—				
The village of Kadhewlee, in the district of Manickghur, as enam, as per Sunnud		772 0 0		
The village of Nedhowlee, in the district of Manickghur, granted for defraying the expenses of a palanquin		528 0 0		
			1,300 0 0	
From the treasury, as nemnook			572 0 0	

To Khandoo Setaram, Rupees 1,368.			*Rs. q. r.*		
Enam villages in the district of Manickghur, as per Sunnud, with detailed Memorandum, Rupees			360 0 0		
The whole village of Put, in the district of Doorgatun	*Rs. q. r.* 334 1 18¾				
Five beegahs of land in the village of Cambay, within the division of Doorgatun, estimated	25 2 8¼			*Rs. q. r.*	
From the treasury, as nemnook			1,008 0 0		
				1,368 0 0	
To Pandoorung, Nursing, Rupees	580 2 25				
As enam	200 0 0				
On account of land	80 2 25				
			280 2 25		
From the treasury, as nemnook			300 0 0		
				580 2 25	
Amount of enam villages to be given to his dependants of the ———, but which are granted in his own name				340 0 0	
To Baboo Chut, the son of Gungadhur Chut Vidheeas, from the village of Vursnee				100 0 0	*Rs. q. r.*
					4,260 2 25
To certain Karkoons and Brahmins, who are his dependants, from the treasury					738 1 75
					15,001 0 0

Recapitulation.

The amount of villages and lands granted	10,382 2 25	
From the treasury	4,618 1 75	
		15,001 0 0

Amounting to Rupees fifteen thousand and one, *viz.*, villages and lands to the amount of Rupees ten thousand three hundred and eighty-two, two quarters, and twenty five reas have been bestowed on him, together with the sum of Rupees four thousand six hundred and eighteen, one quarter, and seventy-five reas, to be paid in cash from the treasury as itlack nemnook. In conformity with the above Memorandum, the villages and lands, together with the payments to be made in cash, will be continued to be enjoyed by his descendants. Agreed to accordingly.

C.

TRANSLATION of a LETTER from RAGHOJEE ANGRIA, of COLABA, to the RIGHT HONOURABLE the GOVERNOR, dated the 12th Shawul 1234 of the Hegira, or 4th August A.D. 1819.

I beg to state that this government having concluded a settlement of the concerns of Venaick Pursram Dewanjee, addressed a letter to the

Honourable Mountstuart Elphinstone at Poonah, bearing date the 27th Jemmadee-ool-Awul, for the satisfaction of the said Dewanjee, and a copy of the reply, dated the 14th Jemmadee-ool-Akhir (the 11th of April 1819), is transmitted to Your Excellency. It is therein suggested that I should not only make known to Your Excellency the amount of the debt, but also (my intention) that the Dewanjee should be secured against molestation from the State of Colaba, on which Your Excellency would set his mind at rest; and I have accordingly to request that the Honourable Company's government will give him that assurance, both in regard to the amount of his debt, for which a Memorandum has been granted under my seal (mortab), as admitted on adjustment, and that no molestation shall be offered to him by the State of Colaba.

D.

TRANSLATION of a LETTER from the HONOURABLE MOUNTSTUART ELPHINSTONE, to RAGOOJEE ANGRIA, dated 11th April 1819, corresponding with the 14th Jemmadee-ool-Akhir.

I have received your letter, dated the 27th Jemmadee-ool-Awul (4th April 1818) noticing that Venaick Pursram, the Dewanjee, having, during the administration of the late Manajee Angria, been extremely useful, and having preserved the State of Colaba by maintaining the alliance with the Honourable Company, when Bajee Rao subsequently broke with the Honourable Company and commenced hostilities, certain allowances and enams had been granted to him, as well as to Bapoojee Bullal and others connected with him, by the government of Colaba, as detailed in a separate Memorandum, which were to be enjoyed by the respective parties and their heirs unmolested, even though the said Dewanjee should no longer act in the administration; that his claims against the State should be satisfied according to what might appear to be justly due, and that he should be protected by it, whenever occasion might render such protection necessary; requesting at the same time, that the Honourable Company's government satisfy him on these points. In consequence of this application, I have affixed my signature as a guarantee to the Memorandum of the enams and allowances granted to him and to his dependants, which was transmitted under your mortab (seal), amounting to Rupees 15,001; but as you have omitted to state the amount of the debt, and confined yourself to a declaration that protection would be extended to his concerns, I am unable, under such general expression, to satisfy him on this point. I therefore request that you will communicate the amount of your debt to the Right Honourable Sir Evan Nepean, Bart., who will not only satisfy him in this respect, but also that he will not be subjected to any unmerited harsh treatment from the State of Colaba.

E.

TRANSLATION of a MEMORANDUM of the *bonâ fide* debts contracted through the medium of VENAICK PURSRAM DEWAN, Anno Soor Sun Ashreen-wu-Myatein-wu-Ulf, A.D. 1819-20.

After examination the accounts show balance due by government from the commencement up to the 11th of Shabun, being the termination of the year Sita Usur, 12th Jestood 1741 (5th June 1819) to be Poona Chandore Rupees 2,28,287-3-18¾, which sum of Poona Chandore Rupees, as due to the abovenamed up to the end of the year Tisa Usur (5th June 1819), it is agreed to pay, with such interest as may become due, at the rate of one per cent. per month, together with a premium (munotee) of two per cent. per annum, payable at once.

Dated Colaba, the 10th Shawul, Anno Soor Sunnut Ashreen, in the month of Shravan, 2nd August 1821.

F.

MEMORANDUM from PURSRAM SREEDHUR at Aptey, year Ehidi-wu-Ashreen-wu-Myatein-wu-Ulf, A.D. 1820-21.

For many years I and my family have enjoyed privileges which were granted to us by Angria in the villages under Manickghur ; when, therefore, an exchange of territory shall take place, I trust that on Angria's inserting an Article providing for the continuance of my privileges, the Honourable Company will be pleased to cherish me and my family agreeably to what will remain to be given in exchange.

1. I enjoy the vet begar (labour) and firfirmas (presents of fowls and fruits, etc.) of the village of Johy, turuff Humrapoor, in the Kurnala district, which belong to both States, *viz.*:—

A. As the government karaj (hay and wood) required for the fort and also the vet (labour), have been given to me, I take four weeks' labour from each man annually.

B. It is the custom to receive two fowls every year from each house.

C. It is the custom to receive two pumpkins every year from each house.

D. It is the custom to receive ten loads of sajhay from each person in order to thatch the house.

E. For the Junum Ustamee in the month of Shravun, there may be about six or seven pots of buttermilk, and it is the custom to receive half a Rupee as the price of each pot.

2. I enjoy a kowl (lease) and exemption concerning the nugde kharee (salt batty ground, whose rent is paid in money), and nugdi begah oathaulee (sweet batty fields, whose rent is paid in money), for their embankment. As I laid out expenses in embanking them, an indulgence has been allowed in the rent, and an exemption from house and buffalo tax. Vet begar (labour) and firfirmas (presents of fowls, fruits, etc.) have been granted to the people for keeping in order the salt batty ground and fields and gardens.

3. We enjoy goora wareys (sheds for cattle) and pasturage lands.

SCHEDULE of the EXCHANGE of TERRITORY lately concluded between the BRITISH GOVERNMENT and RAGHOJEE ANGRIA, CHIEF of the STATE of COLABA, under the 3rd Article of the TREATY, 16th August 1822.

In the 3rd Article of the Treaty concluded between the British Government and Raghojee Angria, the Chief of Colaba, as ratified by the Governor-General on the 16th August 1822, and by the Chief on the 12th Ramzan Soor Sun Isuney Ishreen Myatein-wu-Ulf (3rd June 1822), it is stated that the territories of the Colaba State being intermixed with those of the British Government, and it being desirable that the possessions of each should be concentrated by exchanges to be made on fair and just principles, it is hereby agreed that such exchanges as may be necessary with a view to the attainment of that object shall be adjusted by Commissioners to be nominated for the purpose of settling the boundaries of the British Government and those of the principality of Colaba; and the British Government, relying upon the fidelity of Raghojee Angria and on the sincerity of his acknowledgment of the supremacy of the Honourable Company, hereby guarantees to him, and to his heirs and successors, on the condition hereafter specified, the integrity of his dominions, the boundaries of which will be defined by Commissioners to be appointed in pursuance of the foregoing provision; agreeably to which Commissioners having met, and having

settled the following exchanges and adjustments of the frontier, the same are now recognised and declared binding on both Governments, *viz.* :—

Made over by the Honourable Company to Angria.

	Consisting of			Revenue as finally settled.			
	Villages.	Kharrs.	Warras.				
Southern Konkan.				*Rs.*	*Qrs.*	*Reas.*	
The Company's share of the talooka of Oonderee, except the kharr Dolvee.	40	11	...	26,765	2	22	As the whole of the Oonderee talooka, with the exception of the kharr Dolvee, has been ceded to Angria in full sovereignty, the names of the villages have not been inserted.
Villages in Angria's territory formerly held in enam by officer of the Peishwa's court and resumed by the Peishwa—							
Mouza Korul							
„ Venne							
„ Capure							
Waree Pakharee Rameshwar .	3	...	5	2,597	3	24	Ceded in full sovereignty.
Waree Pakharee Bolowee . .							
Waree Thul, belonging to Ramajee Mahadeo.							
Waree Thul, belonging to Vesajee Keshew Lele.							
Waree Thul Wursalee . .							
The village of Agsood, in the Soowundroog talooka.	1	...	...	631	3	69	The sovereignty remains in the Honourable Company.
The town and sea customs of Reodunda.	1	...	...	14,924	1	71	Ceded in full sovereignty, exclusive of the fort of Reodunda.
Northern Konkan.							
The Company's share of the town of Apta, with the whole of the Muzre Koral and Waree Sendapore.	3	...	1	1,547	1	40	These are ceded in full sovereignty.
Total .	...	...	...	46,467	...	26	

Made over by Angria's government to the Honourable Company.

	Consisting of			Revenue as finally settled.			
	Villages.	Kharrs.	Warras.	Rs.	Qrs.	Reas.	
South Konkan.							
Angria's half share of the kharr Dolvee in the Oonderee talooka.	...	1	...	1,949	0	07	This place is situated in the eastern side of the Nagotna river.
Villages of the Toongartur Mehal to the southward of the Apti River—							
Mouza Sowne „ Kasup „ Chowdolee „ Sawe „ Kyre „ Borewlee „ Ghorsuwanei „ Banmolee „ Jamlnoulee	9	...	...	3,555	0	79	
Angria's share of villages of the Humrapore Mehal—							
Mouza Wurvee „ Seetale Sow Kharr Dadur „ Dabul „ Dolvee „							These villages and kharrs belonged wholly to Angria and have been wholly made over to the Honourable Company.
Kusba Humrapore—							
Mouza Johe „ Goonle „ Doorsuet Muzre Kopur „ Dadur Ardhel Kharr Baber „ Kopur „ Goverle „ Sandawa „ Kharr Bendpal Kotah „ Khoontepara „ Soonveerkotah „ Borly	8	13	...	14,124	0	23	Of these villages and kharrs, Angria possessed a ha fshare which has been made over to the Honourable Company.
North Konkan.							
Villages and kharrs of Aoorwufut turuf—							
Mouza Kopur „ Perrkone Kharr Khansarbat „ Doobig „ Sarr Kharr „ Lucknoor „ Untra Camda. „ „ Boozoorg „ Tule Kharr „ Bhandar Kelume „ Zovee Poonare „ Parungee „ Nandarr Perrkone. „ Tulband „ „ Sangpale Kharr „ Tulebarut „ Mouza Kopur „ „ Kopurwole. „ Takwur Kopur „ Zambe Kharr „ Dumkandee „ Takwur Kulm „ Boosree Ghatle „ Bhangaree Khoord.	2	22	...	13,000	0	36	
Carried over				32,628	1	145	

Made over by Angria's government to the Honourable Company—(concluded).

	Consisting of			Revenue as finally settled.		
	Villages.	Kharrs.	Warras.			
				Rs.	*Qrs.*	*Reas.*
Brought forward .				32,628	1	45
Villages of the Toongartur Mehal to the northward of the Apti River—						
Mouza Dewlolee Boozoorg .	4	...	...	2,675	1	97
,, Sawulee . . .						
,, Kambe . . .						
Sew Sundh Sawule . . .						
Miscellaneous.						
Deegar Prant Turuf Wureree—						
Mouza Tulnore . . .						
,, Candnee . . .						
,, Nerul . . .						
,, Goorwun . . .						
Turuf Sonale—						
Mouza Dewroong . .						
,, Kurwaree Boozoorg .						
Turuf share—						
Mouza Amburze . . .						
Turuf Bare—						
Mouza Jambewlee . . .	14	...	...	6,348	3	45
North Konkan.						
Turuf Tulojee—						
Mouza Neetale . . .						
,, Nawuree . . .						
,, Khyrun . . .						
Turuf Bortee—						
Mouza Khopuolee . .						
,, Dewlar . . .						
,, Bhanwuz . . .						
Angria's share of customs of the Prant Kurnale.	...	...	...	4,363	1	3
Ahmednuggur District.						
Villages in the Pergunnah of Ankole—						
Mouza Sooltanpore . .	3	...	...	384	3	70
,, Degamber . . .						
,, Baboolwur . . .						
Total .	...	...	...	46,400	3	60

ABSTRACT.

Made over by the Honourable Company to Angria.	Rs.	Qrs.	Reas.	Rs.	Qrs.	Reas
South Konkan	44,919	2	86			
North Konkan	1,547	1	40			
				46,467	0	26
Made over by Angria to Honourable Company.						
South Konkan	19,628	1	9			
North Konkan	26,387	2	81			
Ahmednuggur	384	3	70			
				46,400	3	60
Leaving a balance in favour of Angria of				66	0	66

The above exchange and adjustments of territory are accordingly recognised and declared binding.

Attested at Rutnagheree on the 4th of September A.D. 1828, in the year Teesa-wu-Ushreen-wu-Myatein-wu-Ulf 23rd of Suffer A.H. 1244, the 11th of Shravun Vud, Shuke 1750, in the year named Surwudharee.

(Sd.) L. R. REID,

Collector and in charge of Political Duties in the Southern Konkan.

MEMORANDUM.—The above exchanges and adjustments of territory were approved and confirmed by the Government of Bombay on the 26th November 1828.

NO. CXLVII.

ARTICLES of AGREEMENT made between WILLIAM ANDREW PRICE, ESQUIRE, CHIEF of FORT VICTORIA, on the part of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, and VITTUL RAO, ESWUNT RAO and BUGWUNT RAO, CASNESS and POETNESS to HIS SERENE HIGHNESS the SOU RAJAH—1757.

ARTICLE 1.

Whatever merchants carry salt to Maar, the Company to collect, on account of Bancote customs, exclusive of the Sciddee Chowkie at Ambat, at Rupees $3\frac{3}{4}$ for every anna, and on other goods $2\frac{1}{2}$ per cent.

ARTICLE 2.

Goods landed between Bancote and Dasgom, and passing through any part of Bugwunt Rao's country, to pay the same radarage as goods that go from Goregom and Rajahpore.

ARTICLE 3.

Salt going from Dasgom up-country, Bugwunt Rao to collect at Maar 1 Rupee and a quarter for ten oxen (every ten oxen of salt the customs of only eight to be collected).

ARTICLE 4.

Salt to be disposed of in the following manner: if any quantity of salt is laying at Maar, the English are not to dispose of more than that quantity until it is sold, but then they have liberty to sell any quantity remaining until a fresh parcel is landed at Maar, and then the above method to be again observed, and *vice versâ*, in regard to Dasgom.

ARTICLE 5.

The English to fix the price of salt at Dasgom, and the Maar Government to sell their salt there at an advance on that price at 1½ per candy.

ARTICLE 6.

All other goods whatever, excepting the Honourable Company's, to pay 8 annas per ox, with an allowance as usual.

ARTICLE 7.

Merchants landing goods at Dasgom, and afterwards choosing to carry them to Maar, the English to collect Rupees 3¾ per anna on salt, and 2½ per cent. on other goods.

ARTICLE 8.

The customs at the Sciddee Chowkie on goods which may go to Maar to be as usual, namely Rupees 2½ per anna on salt, and 1¼ per cent. on other goods.

ARTICLE 9.

Elephants, horses, camels, and slaves, sold by the English at Dasgom, and passing through Bugwunt Rao's country, to pay radarage as usual to the Circar.

ARTICLE 10.

The straw, grain, etc., which may come to Maar from Bugwunt Rao's country and what may go from thence to any part of his country, the same as with Nana's agreement at Poonah with the English, but in case any

merchants purchase goods from any person under the Maar Government, if it passes through Dasgom, either by land or water, to pay 2½ per cent. customs.

ARTICLE 11.

Rafters, timbers, etc., that go out of Bugwunt Rao's country, or come into it, to pay 2½ per cent. customs on the valuation, exclusive of Ambat Chowkie.

ARTICLE 12.

The royalty of Maar River to be preserved to the English in the same manner as settled with Nana Pundit Prudan.

ARTICLE 13.

Subjects which fly to either government to be treated in the same manner as the subjects of the English and those of Nana's government.

ARTICLE 14.

Whatever slaves or servants may fly to the English to be returned, in like manner the Maar Government to return whatever may fly to them.

ARTICLE 15.

The chowkie at Durdwah to be removed, and Bugwunt Rao not to place any chowkies on the banks of the river.

ARTICLE 16.

The passage boat at Dasgom to belong to the English, and Bugwunt Rao not to place any passage boat on the river excepting at Maar.

ARTICLE 17.

The English will take care of the river in the same manner as settled at Poonah.

ARTICLE 18.

The Honourable Company's goods to the amount of Rupees 1,50,000 are to pass according to the agreement made at Poonah upon Bugwunt Rao's receiving a Sunnud or order for it from Poonah.

These Articles are to be inviolably observed by both parties, and in confirmation thereof to those which will remain with Bugwunt Rao, I have caused the Honourable Company's seal to be affixed at Dasgom this fifteenth day of April in the year of Our Lord one thousand seven hundred and fifty-seven, and to the counterpart, which will remain with the Honourable Company, Bugwunt Rao has caused his seal to be affixed the day and year

above written, or of the Gartoo Style the 27th of Chutra 1679, and of the Mahomedan era, the 25th of Rujjub 1170.

Seal.

(Sd.) WILLIAM A. PRICE.

Approved by the Honourable the President in Council of Bombay on the 3rd May 1757.

No. CXLVIII.

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PERTAUB SHEEAW, his heirs and successors, concluded at SATARA, the 25th September 1819, by CAPTAIN JAMES GRANT, POLITICAL AGENT, on the part of the HONOURABLE EAST INDIA COMPANY, and VITTUL PUNT FURNAVEES on the part of the RAJAH, by virtue of full powers from their respective governments—1819.

Whereas the British Government having determined, in consideration of the antiquity of the house of His Highness the Rajah of Satara, to invest him with a sovereignty sufficient for the maintenance of his family in comfort and dignity, the following Articles have been agreed to between the said government and His Highness:—

ARTICLE 1.

The British Government agrees to cede in perpetual sovereignty to the Rajah of Satara, his heirs and successors, the districts specified in the annexed Schedule.

ARTICLE 2.

The Rajah, for himself and for his heirs and successors, engages to hold the territory in subordinate co-operation with the British Government, and to be guided in all matters by the advice of the British Agent at His Highness' Court.

ARTICLE 3.

The British Government charges itself with the defence of the Rajah's territories and engages to protect His Highness from all injury and aggression. The Rajah, for himself and for his heirs and successors, engages to afford every facility to the purchase of supplies for such troops as may be stationed in his country, or may pass through it, and the pasture lands now appropriated for the use of the troops are to be permanently given up to

them. The Rajah likewise, for himself and for his heirs and successors, engages to afford all the assistance in his power to the British Government in all wars and military operations in which it may be engaged.

ARTICLE 4.

His Highness, for himself and for his heirs and successors, engages at no time to increase or diminish the military force without the previous knowledge and consent of the British Government.

ARTICLE 5.

The Rajah, for himself and for his heirs and successors, engages to forbear from all intercourse with foreign powers, and with all sirdars, jaghiredars, chiefs, and ministers, and all persons of whatever description, who are not by the above Articles rendered subject to His Highness' authority; with all the above persons His Highness, for himself and for his heirs and successors, engages to have no connection or correspondence. Any affairs that may arise with them relating to His Highness are to be exclusively conducted by the British Government. If (for the purpose of forming matrimonial connexions for His Highness' family, or for any similar purpose) His Highness has occasion to communicate with persons not rendered subject to his authority by this agreement, such communication is to be made entirely through the Political Agent.

This Article is a fundamental condition of the present Agreement, and any departure from it on the Rajah's part shall subject him to the loss of all the advantages he may gain by the said Agreement.

ARTICLE 6.

The Rajah shall ultimately have the entire management of the country now ceded to him; but as it is necessary, on account of the recent conquest of the country, that it should at first be governed with particular care and prudence, the administration will for the present remain in the hands of the British Political Agent. That officer will, however, conduct the government in the Rajah's name; and in consultation with His Highness, and in proportion as His Highness and his officers shall acquire experience and evince their ability to govern the country, the British Government will gradually transfer the whole administration into their hands. He will, however, at all times attend, as above agreed, to the advice which the British Political Agent shall offer him for the good of his State, and for the maintenance of general tranquillity.

ARTICLE 7.

The possessions of the jaghiredars within His Highness' territory are to be under the guarantee of the British Government, which, on the other hand, engages to secure their performing the service which they owe to His Highness according to established custom.

ARTICLE 8.

All persons guilty of murder, treason, robbery, or other great offences, who may fly from the territories of the Company into those of the Rajah, are to be given up to the British Government. In like manner all criminals, as above described, who may fly into the territories of the British Government, are to be given up to the Rajah. For the better execution of justice and prevention of crimes, the Rajah consents that the officers of the British Government may pursue criminals and apprehend them in his territory.

ARTICLE 9.

The ghauts are to be the general boundary of the Rajah's territory towards the Concan. Where no specific exception is made, those mountains are to be included within His Highness' territory.

A survey is to be undertaken as soon as convenient to fix the frontier where the mountains run into the plain. The British Government reserves to itself the right of retaining such portions of the mountains so situated as may be necessary to make a clear frontier, or for other purposes.

The British Government also reserves to itself the right of cutting timber on the western sides of the ghauts. The customs in the line of ghauts are to be levied by the Company, and an equivalent allowed to the Rajah.

ARTICLE 10.

The Honourable Company and the Rajah agree to enter, as soon as may be convenient, on a commercial Treaty, and in the meantime the Rajah, for himself and for his heirs and successors, engages to adopt the same system with regard to customs as that which may be adopted by the British Government in its adjoining territories.

ARTICLE 11.

This Treaty, consisting of eleven Articles, being this day settled and concluded at Satara by Captain James Grant and Vittul Punt Furnavees, Captain Grant has delivered to His Highness Maharajah Pertaub Sheeaw a copy of the same in English, Mahratta, and Persian, under the seal and signature of the said Captain James Grant, and His Highness Maharajah Pertaub Sheeaw has delivered to the said Captain James Grant another copy, also in English, Mahratta, and Persian, bearing His Highness' seal and signature; and the aforesaid Captain James Grant has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by His Excellency the Most Noble Francis, Marquis of Hastings, K.G., one of His Britannic Majesty's Most Honourable Privy Council, Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, Commander-in-Chief of His Majesty's and

the Honourable Company's forces, etc., on the receipt of which by His said Highness, this Treaty shall be deemed complete and binding on the Honourable East India Company and on His Highness Rajah Pertaub Sheeaw, and the copy now delivered to His said Highness shall be returned.

The Company's Wafer Seal.

(Sd.) HASTINGS.
„ JAS. STEWART.
„ J. ADAM.

The Govr. Genl.'s. Small Seal

Ratified by the Governor-General in Council this 27th day of November 1819.

(Sd.) C. T. METCALFE,
Secretary to Government.

SCHEDULE of the TERRITORY and REVENUE ceded to HIS HIGHNESS MAHARAJAH PERTAUB SHEEAW OF SATARA by the 1st Article of the TREATY concluded at SATARA on the 25th September 1819, and to which this SCHEDULE is annexed.

The frontier extends from the Kistna and Warna on the south, to the Neera and Beema on the north, and from the western ghauts, or Syadree Hills on the west, to the districts of Punderpore and Beejapore on the east, exclusive of jaghires, etc.

I. That portion of Neerthuree, in the Poona Prant, and that share of Seerwul which lies south of the Neera River.

II. The whole of the Waee Prant, including the following turrufs and villages :—

1. Huwelee.
2. Wagholee.
3. Neemb.
4. Koregaom.
5. Satara.
6. Médhé.
7. Purlee.
8. Koodal.
9. Wundun.

III. Belonging to the turruf of Roheerkhorie, Prant Mawul :—

1. Mouza Kanowree.
2. Umul, in the village of Hatnose.

IV. The whole of Jaolee Soobah, from the line at which the ghauts join the plain in the Concan, and including the following nine turrufs :—

1. Bara Mooré.
2. Sonat Solse.
3. Tamb.
4. Ategaom.
5. Kedumb.
6. Helwak.
7. Bamnolee.
8. Kandatkhore.
9. Jor Khore with the fort of Pertabghur.

But the forts of Wasota, Buhirowgur, and Pruchitgur are to be garrisoned and held by the British Government during its pleasure, but the lands immediately attached to them and within the line aforesaid are to belong to the Rajah.

V. The Prant Kurar, including the following turrufs and villages :—

1. Turruf Huwelee, including Barsé.
2. Oombruz.
3. Targaon.
4. Naneghol.
5. Tarulé.
6. Murlee.
7. Patun.
8. Waroon.
9. Kolé.
10. Kuryat Ound.

VI. Belonging to the Southern Concan, eight villages—

1.—Turruf Sawurdi—

1. Mouza Waghree
2. „ Pathurpoonj.
3. „ Mula.
4. „ Kolun.
5. Mouza Nao.
6. „ Goware.
7. „ Dankne.
8. „ Wulwun.

2.—One village in the turruf of Chiploon—

1. Nuzré Ghaut Matha.

VII. The whole of Khutad Prant, including the fort of Bhooshungu and the following turrufs, *viz.* :—

1. Pergunnah Khutao.
2. Kuryat Nimsor.
3. Kuryat Maeenee.
4. „ Lulgoon.

VIII. The Prant of Mandesh, including the following turrufs, *viz.* :—

1. Kuryat Mulonree.
2. Pergunnah Sangolé.
3. „ Brumhupooree.
4. „ Aklooj.
5. „ Bhalownee.
6. „ Vélapoor.
7. Kuryat Mhuswur.
8. Of the Kuryat of Atparee, four villages.
9. Kuryat Duheegaon.
10. Kusba Dhurrumpooree.
11. Pergunnah Nazré.
12. Pergunnah Khasgaon.

IX. The following villages and Umuls in Phultun Pergunnah:—

1. Mouza Geervee.
1. Mouza Turduf.
2. „ Dhowlé.
3. „ Oopulvé.
2. Kusba Tatuora, Umul villages.
4. Kusba Waghoshee.
5. Mouza Danowdee.
6. „ Wekhree.
7. Boundary land, called Dag, Musinga.

X.—The following turrufs and villages in the Prant of Beejapore, *viz.*:—

1.—The following villages and shares in Huwelee Beejapore:—

Villages.

1. Kusba Beejapore.
2. Mouza Sarwar.
3. „ Khuteejapore.
4. „ Kunmoochnal.
5. „ Joomnal.
6. „ Rumbhapore Ungapore.
7. „ Boornapore.
8. „ Kulkunhullee.
9. „ Chundapore.
10. „ Alapore.
11. „ Wangee.
12. Mouza Ueenapore Rusoolpore.
13. „ Khanapore.
14. „ Goonddhuree.
15. „ Huncheenal.
16. „ Barutga.
17. „ Itungeehal.
18. „ Jalgeeree.
19. „ Urkeeree.
20. „ Bhootnal.
21. „ Sheernal.
22. „ Jugnal.
23. Mouza Mudbhavee.

Half Villages.

1. Mouza Turvee Nowruspore.
2. „ Heetunhullee.
3. Mouza Ootnal.
4. „ Futtehpore.

2.—Villages and shares in the pergunnah of Moolwar—

Villages.

1. Kusba Moolwar.
2. Mouza Mulghan.
3. „ Tanshal.
4. Mouza Tuléwar.
5. „ Suvunhullee.
6. „ Musootee.
7. Mouza Kulgoorkee.

Half Villages.

1. Mouza Koorgee.

3.—Six villages in the pergunnah of Kolhardesh—

1. Kusba Kolhar.
2. Mouza Huludgénoor.
3. „ Heeregursungee.
4. Mouza Rooneehal.
5. „ Cheekgursungee.
6. „ Mootuldeenee.

4.—Pergunnah Bulotee.

5.—Six villages in the pergunnah of Seedhnath—

1. Kusba Seedhnath.
2. Mouza Hule Roolee.
3. „ Soolkhair.
4. Mouza Turulgee.
5. „ Telgee.
6. „ Cheeruldinee.

6.—Village in the pergunnah of Cheemulgé—

1. Mouza Kowlga.

7.—Villages and shares in the pergunnah of Hortee—

Villages.

1. Kusba Hortee.
2. Mouza Kooloorgee.
3. „ Domnal.
4. „ Kuncheenal.
5. „ Muknapore.
6. „ Boblad.
7. „ Hurulsung.
8. „ Neembul Boozoorg.
9. „ Neembul Khoord.
10. „ Kunal.
11. Mouza Bomunhullee.
12. „ Busnal.
13. „ Sawulsung.
14. „ Hulgoonkee.
15. „ Góondwan.
16. „ Sonkunhullee.
17. „ Koorgee.
18. „ Modusnal.
19. „ Dégeenal.
20. „ Goonkee.
21. Mouza Agusnal.

Half Villages.

1. Mouza Turgondee.

Umuls.

1. Mouza Kupneemburgee.
2. Mouza Kotnal.

8.—Villages and shares in the pergunnah of Hulsungee—

Villages.

1. Kusba Hulsungee.
2. Mouza Yelgee.
3. „ Tudéwaree.
4. „ Arjoonal.
5. „ Bhyrungee.
6. „ Boodeehul.
7. „ Keroor.
8. „ Chunégaon.
9. „ Ajootgee.
10. „ Futnoor.
11. „ Bevnoor.
12. „ Chorgee.
13. Mouza Munukulgee.
14. „ Maeenhullee.
15. „ Murgoor.
16. „ Choudhal.
17. „ Hingnee.
18. „ Bargoondee.
19. „ Ueersung.
20. „ Mueelar.
21. „ Shergoor.
22. „ Anchee.
23. „ Nundral.
24. „ Shirnal.
25. Mouza Lonee Khoord.

Half Villages.

1. Mouza Dhoolkhair.

Umuls in

1. Mouza Lucham.
2. „ Belolee.
3. Mouza Zulkee.
4. „ Lonee.

9.—Fifteen villages in the pergunnah of Mumdapore—

1. Kusba Mumdapore.
2. Mouza Belumbee.
3. „ Sootgoondee.
4. „ Déwurgénoor.
5. „ Mudgoonkee.
6. „ Hunchinal.
7. „ Korbagee.
8. Mouza Ségoonsee.
9. „ Dewapore.
10. „ Arjoongee.
11. „ Katurhal.
12. „ Hokoondee.
13. „ Hulgunee.
14. „ Lingudhullee.
15. Mouza Kumbagee.

10.—Six villages in the pergunnah of Goté—

1. Mouza Bableshwur.
2. „ Needonee.
3. „ Dashal.
4. Mouza Dunjal.
5. „ Nagurhal.
6. „ Koomutgee.

11.—In the pergunnah of Indee—

1. Umul in the village of Seergoor.

12.—In the pergunnah of Ooklee—

1. Mouza Hometgee.

13.—Ten villages in the pergunnahs of Jut and Kurujgee—

Pergunnah Jut.

1. Mouza Chinchalé.
2. Mouza Nural.
3. Mouza Par.

Pergunnah Kurujgee.

1. Mouza Ghureodee.
2. „ Bhonsé.
3. „ Rer.
4. Mouza Deeksul.
5. „ Hungeergé.
6. „ Wankee.
7. Mouza Yedrao.

14.—In the pergunnah of Mungulvedha—

1. Mouza Khoopsingee.

XI.—The following turrufs and villages in the Prant Meeruj, *viz.* :—

1. Kuryat Bhalownee.
2. „ Eet.
3. Kuryat Khanapore.
4. The village of Benoor in Kuryat Unjunee.

5.—In the Kuryat Isapore, the Umuls in the following villages, *viz.* :—

1. Mouza Ulte.
2. „ Andhulee.
3. Mouza Nimbluk.
4. „ Neemb.
5. Mouza Seergaon.

6.—In the Kuryat Beelowree—

1. Mouza Doodharee.
2. Duhiaree.

Umuls in the following villages:—

1. Mouza Toop aree.
2. „ Bumbuvdé.
3. „ Ghogaon.
4. Mouza Doodhon.
5. „ Takaree.
6. „ Nagral.

7.—Kuryat Kowtémahankal—

1. Mouza Nimnee.

Umuls.

1. Mouza Kowlapore.
2. „ Mudgoonkee.
3. Mouza Sheergaon.
4. „ Nagaon near Nimnee.
5. Mouza Kowte.

8.—Kuryat Ashte—

1. Mouza Tandoolwaree.
2. „ Koondulwaree.
3. „ Dhowlee.
4. „ Shakhralé.
5. Mouza Eetkuré.
6. „ Malowree.
7. „ Umul in the village of Pokhurnee.

9.—In Kuryat Sanglee—

1. Umul in the village of Bisoor.

10.—Huwellee Meeruj—

Umuls in the following villages:—

1. Mouza Bamnee.
2. „ Neeljee.
3. „ Tanug.
4. „ Tanklee.
5. „ Belwar.
6. Mouza Khutao.
7. „ Saolee.
8. Mola Koombhoz, belonging to Kusba Koombhoz.
9. Mouza Sawulwaree.

11.—Kuryat Tasgaon—

1. Mouza Poondee.
2. „ Chinchnee.
3. Mouza Paré.
4. „ Mungrool.

12.—In Kuryat Sawurdé—

1. Kusba Sawurdé.
2. Mouza Lode.
3. Umul in Dorlee.

13. Kuryat Deshing—

1. Mouza Kurolee.

XII.—The following turrufs and villages in the Prant Punala:—

1. Kuryat Wangee.
2. Turruf Walvé.
3. Kuryat Béz.

1. Mouza Baonchee.
2. Kusba Penth.
3. Umul in Kowté Peeran.

4.—Of Kuryat Wurgaon—

1. Mouza Sheegaon. | 2. Mouza Koregaon.

5.—Of Kuryat Kodolee—

1. Mouza Kurunjowdé. | 2. Aeetowreé Khoord.
3. Umul in the village of Chikoordé.

6.—Of turruf Huwelee belonging to Kolhapore—

Mouza Koorlup.

7.—Of Kuryat Tulbeer—

1. Kusba Tulbeer. | 4. Mouza Moondhé.
2. Mouza Mazgaon. | 5. „ Oorool.
3. „ Karowlé. | 6. Umul in the village of Wulphul

8.—Kuryat Kaségaon—

Villages.

1. Kusba Kaségaon. | 3. Mouza Tambvé.
2. Mouza Yedé. | 4. „ Shenolee.
5. Mouza Retre Hurnax.

Umuls.

1. Mouza Malkher. | 2. Mouza Nurseempore.

9.—Of Kuryat Satré—

1. Umul in the village of Maglé.

10.—Pergunnah Sheerala.

11.—Umul in the Kusba of Kulédhon.

XIII.—The following villages in the Prant Raeebag:—

1.—Kuryat Nanduré—

Umuls.

1. Mouza Khoojegaon. | 3. Mouza Moralé.
2. „ Hatnolee. | 4. „ Benduree.
5. Mouza Banapore.

2.—Umul in the village of Wariyé.

XIV.—The following villages in the Prant Kagul:—

1.—Of Kuryat Dingruz—

1. Mouza Dongur Sonee.

Umuls.

1. Kusba Dingruz. | 2. Mouza Borgaon.

2.—Umul in the village of Rajapore.

3.—Kuryat Manjuree—

1. Umul in the village of Anklee.

XV.—The following villages in the pergunnah of Hookeree:—

1.—Kuryat Doodgaon—

1. Kusba Doodgaon.

Umuls.

1. Mouza Borgaon Doopput. | 2. Mouza Bhurkimbe.

2.—Kusba Saoluz.

3.—Kuryat Joogool—

1. Umul in the village of Mungawutee.

The possessions of the Rajah of Akulkote, the Punt Sucheo, the Punt Pruthee Nidhee, the jaghire of the Duflas in the pergunnah of Jut, the jaghire of Jan Rao Naik Nimbalkur in the pergunnah of Phultan, and the jaghire of Shaikh Mira Waeekur.

Such villages or umuls as belong to the Putwurdhuns within the boundaries of any of the abovementioned pergunnahs are to be continued to be possessed by them, subject to such exchanges as the British Government may see fit, and in like manner such villages and umuls as belong to the Rajah, which may be situated within the pergunnahs or turrufs belonging to the British Government or the Putwurdhuns, will be liable to such exchanges as the British Government may deem proper for the general convenience of the parties concerned.

The Rajah shall have power to make such exchanges with the Rajah of Akulkote, the Punt Sucheo, and the jaghiredars subject to his authority as may be desirable to the parties concerned, for the purposes of consolidating their respective possessions, provided that such exchanges be undertaken with the immediate concurrence of the Agent of the British Government.

This Schedule was substituted in 1826 for the original Schedule attached to the Treaty.

No. CXLIX.

ARTICLES of AGREEMENT between the HONOURABLE COMPANY on the one part and His HIGHNESS the RAJAH of SATARA on the other, regarding a cession, by His HIGHNESS, of certain lands and the village of PAUR, on the MAHABLESHWUR HILLS in the DISTRICT of JAOLEE, in exchange for the village of KHUNDALA in the DISTRICT of WAEE, dated the 16th May 1829.

ARTICLE 1.

The Honourable Company's Government considering it an object of great importance to establish a Convalescent Depôt at Malcolm Peth, situated on the hills contiguous to, and south of, the village of Mahableshwur in the District of Jaolee; and it being necessary that a tract of ground should be ceded for that purpose, both in reference to the expense which must be incurred by the British Government in forming such an establishment, as well as to induce others to make such outlays on account of buildings as will render the advantages arising from the climate generally accessible to all who may be desirous of availing themselves thereof; and also for the more effectual control and government of the settlement, His Highness the Rajah of Satara hereby makes over, in full sovereignty and in perpetuity to the Honourable Company, the lands adjoining the said Peth or mart called "Malcolm Peth," which are contained within the red line in the map or plan, and the measurement and bearings of which are particularized in the Schedule,* both of which documents are annexed to this agreement, and the latter of which is denominated a "Statement of measurement of the boundary of the tract attached to Malcolm Peth and the Convalescent Station on the Mahableshwur Hills," the whole tract comprising a space of about 3 square miles, 10 square furlongs, the circumference thereof being about 15 miles.

ARTICLE 2.

His Highness further cedes, for the same purposes, and in order to preclude the likelihood of disputes and misunderstandings between His Highness's officers and those of the Honourable Company, the Peth and lands of the village of Paur, with the exception of the Fort of Pertabghur and its established lands; and also such part of the road leading from the boundary of the cession specified in the preceding Article to the top of the Paur

* This Schedule being merely a statement of the measurement of the boundaries of this cession, is not included in this compilation.

Ghaut, as may not be within the limits of the village of Paur, and a space of two hundred yards (English) on each side thereof.

ARTICLE 3.

For the better defining of the lands, as well as the line of two hundred yards on each side of the road (as specified in the 2nd Article) now ceded by His Highness to the Honourable Company, landmarks will hereafter be put up with the mutual consent of the contracting parties.

ARTICLE 4.

In exchange for the above cessions, and in consideration of His Highness's finishing the road now making to the Paur Ghaut, the Honourable Company hereby cedes in full sovereignty and in perpetuity to His Highness the Rajah of Satara, the village of Khundla situated at the bottom of the Kamatkee Ghaut in the district of Waee, with all the lands, revenues, and rights of the Honourable Company in the same.

ARTICLE 5.

The Honourable Company engages to levy no duties on the sale or transit of commerce on the line of road or in the tract of the country now ceded, with the exception of the Bazar duties, which now are and have always been levied in the Peth or village of Paur, and His Highness agrees to remove from the top of the Paur Ghaut his station for collecting duties; establishing the same at such place or places within his own limits, on the interior of the tract now ceded, as may be most convenient.

(Sd.) JOHN MALCOLM.
" THOMAS BRADFORD.
" JOHN ROMER.
" WILLIAM NEWNHAM.

Dated Malcolm Peth, 16th May 1829.

Approved and confirmed by the Bombay Government on the 9th October 1829.

No. CL.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS SHREEMUN MAHARAJ SHAHJEE RAJEY CHUTTERPUTTEE of SATARA, concluded at SATARA, on the 4th September 1839, by LIEUTENANT-COLONEL OVANS, RESIDENT at SATARA, on the part of the HONOURABLE EAST INDIA COMPANY, and by ESWUNT RAO TRIMBUCK, on the part of SHAHJEE RAJEY CHUTTERPUTTEE, by virtue of full powers from their respective Governments.

ARTICLE 1.

All Articles of the Treaty of Satara, dated the 25th September 1819, which are not abrogated or modified by the present supplemental Treaty, are hereby confirmed.

ARTICLE 2.

It is hereby explicitly declared that the Raja has no present or prospective title or claim to any territory situated beyond the boundaries of the Satara State, as the same are laid down in the Schedule, dated the 29th of March 1826, annexed to the aforesaid Treaty as follows :—

"The frontier extends from the Kistna and Wurna on the south, to the Neera and Beema on the north, and from the western ghauts or Syadree Hills on the west, to the districts of Punderpore and Beejapore on the east."

ARTICLE 3.

In modification of Article 7 of the aforesaid Treaty, and to obviate future disputes, the jaghiredars herein named, *viz.* :—

1. The Raja of Akulcote,
2. The Punt Suchoo,
3. The Punt Prithee Nidhee,
4. The Duflay,
5. The Nimbulkar,
6. Sheik Meera Waeekur,

are placed under the direct management and control of the British Government, their contingents and pecuniary payments on the scale fixed in the time of Captain Grant being reserved to the Raja.

ARTICLE 4.

The Raja binds himself to pay, through the British Government, from the Satara revenues, such annual allowance as may be considered proper by

the British Government, for the maintenance and support of his brother, Maharajah Pertaub Sheeaw, the late Rajah and his family.

This supplemental Treaty, consisting of four Articles, being this day the 4th of September 1839, settled and concluded at Satara, to be binding and permanent, when ratified by the Right Honourable Lord Auckland, Governor General of India.

(Sd.) C. OVANS,

Resident at Satara.

Ratified and confirmed by the Right Honourable the Governor General of India at Simla, this 24th day of October, in the year of our Lord one thousand eight hundred and thirty-nine.

(Sd.) AUCKLAND.

NO. CLI.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to SIDOJEE RAO NAIK NIMBALKUR, regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., which are now comprised with the rest of the country in the TERRITORIES of the BRITISH GOVERNMENT, and are graciously granted to him, bearing date A.D. 1820.

ARTICLE 1.

There was formerly a jaghire in your possession for contingent, etc. The talooks of Chickodee and Manowlee have been given to others by the British Government; these have been deducted. The grants in the old jaghire, and in lieu of the mokassa and other items of revenue in the Nawab's country, with the jaghire now fixed to be granted by the British Government altogether for personal allowance and establishment, amount to Rupees 50,000; Rupees 12,000 is allowed in addition to support the dignity of Sir Lushkur, in lieu of what has been discontinued under this head. With the exception of this sum of Rupees 62,000, the rest of jaghire is held for the support of a contingent of horse. In the Tynat Zabita the contingent required is of the three kinds; the maintenance of these would be more than you could perform. The service of the British Government is throughout the whole year, without excuse. The horses are required to be good and effective. The amount of contingent at the rate of

Rupees 300 per horse is 1,107 ; three-fourths of these were relinquished, and a fourth of the contingent was fixed, amounting to 277 horse. You have requested to have 27 horse further reduced, and have agreed to furnish 250 ; this is accordingly granted as you wish.

ARTICLE 2.

Your troops shall be mustered whenever called on ; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to Government at the rate of Rupees 300. If a detachment of from 15 to 20 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the Government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required, they must remain.

ARTICLE 3.

You shall serve in such manner as the government may order ; you will not in general be required to serve beyond the Godavery and the Tumbadra ; but if at any time you should be required to do so, you must go without objecting. On such occasions you will be furnished by government with money for the payment of your troops at the established rate of pay, which money is to be repaid to government in your country.

ARTICLE 4.

In the event of either men or horses being killed or wounded in action you will receive no compensation from government. All expenses are to be provided for out of the allowance granted. This is to be observed according to former practice ; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary ; and in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands.

ARTICLE 6.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain undisturbed in your possession and that of the Sirdars of your family, and a Sunnud shall be procured to

the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud and continue the jaghire without exacting any nuzzur.

ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated within the lands of government, shall be continued without obstruction as they have heretofore been continued. You will continue all rights within your jaghire, whether belonging to the State or individuals ; all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewashthans (or religious establishments), rozeenah (daily stipend), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., in conformity to the list contained in the grant of your surinjam ; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any should act improperly, or be without heirs, you shall report to the British, which has authority to punish and resume. If any zemindar should be guilty of rebellion or treason, or should resist your authority, or die without heirs, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt, at the same time reporting the matter to government and receiving its orders regarding it, which shall be executed accordingly.

ARTICLE 8.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, tullee, arsons, and other crimes. Should that not be done, and the government gives orders regarding any complaint made in your jaghire, you will act accordingly in the settlement of the matter. Any decision of government regarding the administration of justice which may be made on investigation must be duly executed. If any obstruction should be offered, or should the country fall into great disorder, and robberies and other offences begin to be committed, the government will make such arrangements for the surinjamee lands as it may deem proper.

ARTICLE 9.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration ; it will then be impartially adjusted, and you must abide by the decision.

ARTICLE 10.

You shall hold no connexion nor correspondence with Bajee Rao or other dowlutdars or suwasthans, as proclaimed by government, and shall afford aid to no disaffected person. This condition is hereby engaged for, and if infringed, the jaghire will not be continued.

ARTICLE 11.

If any offenders from your jaghire lands shall come into those of the Government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the Government or criminal belonging to its territories, seek refuge in your country, he shall be apprehended and delivered up, and if pursued by the Government officers, you will afford every assistance in delivering up such offender.

ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them.

The above 12 Articles are agreed to this 14th June 1820, Ramzan 5th Jestmas.

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